Agenda

City Council Regular Meeting

Folsom City Hall | City Council Chambers, First Floor

50 Natoma Street, Folsom, CA 95630

January 14, 2025, 6:30 PM

Welcome to Your City Council Meeting

We welcome your interest and involvement in the city's legislative process. This agenda includes information about topics coming before the City Council and the action recommended by city staff. You can read about each topic in the staff reports, which are available on the city website and in the Office of the City Clerk. The City Clerk is also available to answer any questions you have about City Council meeting procedures.

Participation

If you would like to provide comments to the City Council, please:

- Fill out a blue speaker request form, located at the back table.
- Submit the form to the City Clerk before the item begins.
- When it's your turn, the City Clerk will call your name and invite you to the podium.
- Speakers generally have three minutes, unless the presiding officer (usually the mayor) changes that time.

Reasonable Accommodations

In compliance with the Americans with Disabilities Act, if you are a person with a disability and you need a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk's Office at (916) 461-6035, (916) 355-7328 (fax) or CityClerkDept@folsom.ca.us. Requests must be made as early as possible and at least two full business days before the start of the meeting.

How to Watch

The City of Folsom provides three ways to watch a City Council meeting:

In Person	Online	On TV
City Council meetings take place at City Hall, 50 Natoma Street	Watch the livestream and replay past meetings on the city website, www.folsom.ca.us	Watch live and replays of meetings on Sac Metro Cable TV, Channel 14

More information about City Council meetings is available at the end of this agenda

City Council Regular Meeting
Folsom City Hall | City Council Chambers, First Floor
50 Natoma Street, Folsom, CA 95630
www.folsom.ca.us

Tuesday, January 14, 2025 6:30 PM

Sarah Aquino, Mayor

Mike Kozlowski, Councilmember | *Barbara Leary, Councilmember*
Justin Raithel, Vice Mayor | *Anna Rohrbough, Councilmember*

AGENDA

CALL TO ORDER

ROLL CALL:

Councilmembers: Kozlowski, Leary, Raithel, Rohrbough, Aquino

The City Council has adopted a policy that no new item will begin after 10:30 p.m. Therefore, if you are here for an item that has not been heard by 10:30 p.m., you may leave, as the item will be continued to a future Council meeting.

PLEDGE OF ALLEGIANCE

AGENDA UPDATE

BUSINESS FROM THE FLOOR:

Members of the public are entitled to address the City Council concerning any item within the Folsom City Council's subject matter jurisdiction. Public comments are generally limited to no more than three minutes. Except for certain specific exceptions, the City Council is prohibited from discussing or taking action on any item not appearing on the posted agenda.

CONSENT CALENDAR:

Items appearing on the Consent Calendar are considered routine and may be approved by one motion. Councilmembers may pull an item for discussion.

1. Approval of December 9, 2024 Special Meeting Minutes
2. Approval of December 10, 2024 12PM City Council Special Meeting Minutes
3. Approval of December 10, 2024 Special, Regular and Joint Meeting Minutes
4. Approval of December 16, 2024 Special Meeting Minutes

5. Resolution No. 11312- A Resolution Authorizing the City Manager to Amend the 2024 Contract Between the City of Folsom and the Sacramento Society for the Prevention of Cruelty to Animals (SSPCA) for Shelter Services

6. Resolution No. 11313 - A Resolution Authorizing Submission of Folsom Transportation Development Act Claim for Pedestrian and Bicycle Facilities Fiscal Year 2024-25 to the Sacramento Area Council of Governments

7. Resolution No. 11314 - A Resolution Authorizing the City Manager to Execute an Amendment to the Agreement with Williams Scotsman, Inc. for the Lease of the Modular Building Occupied by the Waste and Recycling Division

8. Resolution No. 11315 - A Resolution Authorizing the City Manager to Execute a Construction Agreement with Precision Emprise LLC, dba Precision Concrete Cutting for the District 4 Sidewalk Offset Repair Project

9. Resolution No. 11316 – A Resolution Authorizing the City Manager to Execute an Agreement with Schaefer Plastics North America, LLC. for the Purchase of Residential Solid Waste Containers

10. Resolution No. 11317 - A Resolution Approving a License Agreement Between the Sacramento-Placerville Transportation Corridor Joint Powers Authority and the Placerville and Sacramento Valley Railroad, Inc. for Excursion Rail Operations

11. Resolution No. 11321- A Resolution Initiating Proceedings for the Formation of a Landscaping and Lighting Assessment District to be known as the Natoma Station Maintenance Assessment District No. 2025-1

PUBLIC HEARING:

12. Alder Creek West Large Lot Tentative Subdivision Map Project – Vicinity of White Rock Road and Oak Avenue Parkway in the Folsom Plan Area (SUBPM24-00233)

    i. Resolution No. 11318 - A Resolution Determining that the Alder Creek West Large Lot Tentative Subdivision Map Project is Exempt from CEQA and Approving Said Large Lot Tentative Subdivision Map

NEW BUSINESS:

13. Resolution No. 11320- A Resolution of the City Council Appointing Bryan Whitemyer as City Manager and Approving an Employment Agreement for Said Appointment

14. Resolution No. 11319- A Resolution Receiving Report from the Community Development Department on the Approval of a Parcel Map Waiver for the Sendero Residential Condominium Project

15. At-Large Appointments to the Arts and Culture Commission, Historic District Commission, Landscaping and Lighting District Advisory Committee, Library Commission, Parks and Recreation Commission, Planning Commission, Traffic Safety Committee, and Utility Commission

16. Consideration of Draft City Council Travel Policy and Direction to Staff

17. Appointment of City Council Representatives to Regional Boards/Commissions

CITY MANAGER REPORTS

COUNCIL COMMENTS

ADJOURNMENT

NOTICE: Members of the public are entitled to directly address the City Council concerning any item that is described in the notice of this meeting, before or during consideration of that item. If you wish to address Council on an issue, which is on this agenda, please complete a blue speaker request card, and deliver it to a staff member at the table on the left side of the Council Chambers prior to discussion of the item. When your name is called, stand to be recognized by the Mayor and then proceed to the podium. If you wish to address the City Council on any other item of interest to the public, when the Mayor asks if there is any "Business from the Floor," follow the same procedure described above. Please limit your comments to three minutes or less.

NOTICE REGARDING CHALLENGES TO DECISIONS: Pursuant to all applicable laws and regulations, including without limitation, California Government Code Section 65009 and or California Public Resources Code Section 21177, if you wish to challenge in court any of the above decisions (regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the City at, or prior to, the public hearing.

As presiding officer, the Mayor has the authority to preserve order at all City Council meetings, to remove or cause the removal of any person from any such meeting for disorderly conduct, or for making personal, impertinent, or slanderous remarks, using profanity, or becoming boisterous, threatening or personally abusive while addressing said Council, and to enforce the rules of the Council.

PERSONS INTERESTED IN PROPOSING AN ITEM FOR THE CITY COUNCIL AGENDA SHOULD CONTACT A MEMBER OF THE CITY COUNCIL.

This meeting of the City Council is recorded with closed captioning. The recording will be cablecast on Metro Cable Channel 14, the local government affairs channel on the Comcast and DirecTV U-Verse cable system, and will be shown in its entirety on the Friday and Saturday following the meeting, both at 9 a.m. The recording will also be video streamed at metro14live.saccounty.gov.The City does not control scheduling of this telecast and persons interested in watching the televised meeting should confirm this schedule with Metro Cable TV, Channel 14. The City of Folsom provides live and archived webcasts of regular City Council meetings. The webcasts can be found on the online services page of the City's website www.folsom.ca.us.

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Any documents produced by the City and distributed to the City Council regarding any item on this agenda will be made available at the City Clerk's Counter at City Hall located at 50 Natoma Street, Folsom, California and at the Folsom Public Library located at 411 Stafford Street, Folsom, California during normal business hours.

City Council Special Meeting

MINUTES

Monday, December 9, 2024 5:30 PM

CALL TO ORDER

The special City Council meeting was called to order at 5:30 pm with Mayor Mike Kozlowski presiding.

ROLL CALL:

Councilmembers Present:	Sarah Aquino, Vice Mayor YK Chalamcherla, Councilmember Rosario Rodriguez, Councilmember Anna Rohrbough, Councilmember Mike Kozlowski, Mayor
Councilmembers-Elect Present:	Barbara Leary, Councilmember-Elect Justin Raithel, Councilmember-Elect
Councilmembers Absent:	None

PLEDGE OF ALLEGIANCE

The pledge of allegiance was recited.

NEW BUSINESS:

1. Resolution No. 11306 - A Resolution Reciting the Fact of the General Municipal Election Held on November 5, 2024 and Declaring the Result

Motion by Vice Mayor Aquino, second by Councilmember Chalamcherla, to approve Resolution No. 11306. Motion passed by the following roll-call vote:

AYES:	**Aquino, Chalamcherla, Rodriguez, Rohrbough, Kozlowski**
NOES:	**None**
ABSENT:	**None**
ABSTAIN:	**None**

SCHEDULED PRESENTATIONS:

2. Resolution of Commendation Honoring Rosario Rodriguez for Her Distinguished Service on the City Council

Mayor Mike Kozlowski presented the resolution to Councilmember Rodriguez.

3. Resolution of Commendation Honoring YK Chalamcherla for His Distinguished Service on the City Council

Mayor Mike Kozlowski presented the resolution to Councilmember Chalamcherla.

SWEARING IN OF COUNCILMEMBERS:

4. Newly-Elected Councilmembers Barbara Leary (District 4) and Justin Raithel (District 2) Take the Oath of Office

City Clerk Christa Freemantle administered the oath of office to the newly elected Councilmembers Barbara Leary and Justin Raithel.

ELECTIONS:

5. Selection of Mayor and Vice Mayor

City Clerk Christa Freemantle tabulated the ballots for the Mayor and Vice Mayor and read the results as follows:

Mayor- Sarah Aquino
Vice Mayor- Justin Raithel

COUNCIL COMMENTS

Vice Mayor Raithel thanked the voters of Folsom.

Councilmember Leary thanked the residents of Folsom and spoke about former Mayor Glenn Fait's influence on her public service.

Councilmember Rohrbough thanked City Manager Elaine Andersen for her service. She also spoke about the city starting a new chapter by welcoming and working with the new City Manager and City Councilmembers.

Councilmember Kozlowski thanked everyone for the past year as mayor.

Mayor Aquino thanked former Councilmembers Rosario Rodriguez and YK Chalamcherla for their service over the past four years. She also thanked Councilmember Mike Kozlowski for his leadership over the past year and welcomed the new councilmembers. Also, she wished the Public Works Director Mark Rackovan a Happy Birthday.

City Manager Elaine Andersen thanked former Councilmembers YK Chalamcherla and Rosario Rodriguez for their service.

ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 6:01pm.

SUBMITTED BY:

_____
Christa Freemantle, City Clerk

ATTEST:

_____
Michael Kozlowski, Mayor

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CITY OF
FOLSOM
DISTINCTIVE BY NATURE

City Council Special Meeting

MINUTES

Tuesday, December 10, 2024 12:00 PM

CALL TO ORDER

The special City Council meeting was called to order at 12:00 pm with Mayor Aquino presiding.

ROLL CALL:

Councilmembers Present: Sarah Aquino, Mayor
Michael Kozlowski, Councilmember
Barbara Leary, Councilmember
Justin Raithel, Vice Mayor

Councilmembers Absent: Anna Rohrbough, Councilmember

ADJOURNMENT TO CLOSED SESSION FOR THE FOLLOWING PURPOSES:

1. Public Employee Appointment – Recruitment to Fill the Position of City Manager Following Retirement Announcement of Current City Manager Pursuant to Government Code section 54957(b)(1)

Motion by Councilmember Kozlowski, second by Mayor Aquino to adjourn to closed session. Motion passed by the following roll-call vote:

AYES: Aquino, Kozlowski, Leary, Raithel,
NOES: None
ABSENT: Rohrbough
ABSTAIN: None

Councilmember Rohrbough arrived during closed session.

RECONVENE

City Attorney Steven Wang announced that no final action was taken during closed session.

ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 3:42 pm.

SUBMITTED BY:

_____
Christa Freemantle, City Clerk

ATTEST:

_____
Sarah Aquino, Mayor

City Council Special Meeting

MINUTES

Tuesday, December 10, 2024 5:30 PM

CALL TO ORDER

The special City Council meeting was called to order at 5:30 pm with Mayor Aquino presiding.

ROLL CALL:

Councilmembers Present: Sarah Aquino, Mayor
Barbara Leary, Councilmember
Justin Raithel, Vice Mayor
Anna Rohrbough, Councilmember

Councilmembers Absent: Michael Kozlowski, Councilmember

ADJOURNMENT TO CLOSED SESSION FOR THE FOLLOWING PURPOSES:

1. Conference with Labor Negotiator - Pursuant to Government Code Section 54957.6. Agency Negotiator: Vance Piggott. Employee Organization: Folsom Police Officers' Association

Motion by Councilmember Leary, second by Vice Mayor Raithel to adjourn to closed session. Motion passed by the following roll-call vote:

AYES: Aquino, Leary, Raithel, Rohrbough
NOES: None
ABSENT: Kozlowski
ABSTAIN: None

Councilmember Kozlowski arrived during closed session.

RECONVENE

City Attorney Steven Wang announced that no final action was taken during closed session.

ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 6:41 pm.

SUBMITTED BY:

_____
Christa Freemantle, City Clerk

ATTEST:

_____
Sarah Aquino, Mayor

City Council Regular and Joint City Council/ Folsom Redevelopment Successor Agency/ Folsom Public Financing Authority/ Folsom Ranch Financing Authority/ South of 50 Parking Authority Meeting

MINUTES

Tuesday, December 10, 2024 6:30 PM

CALL TO ORDER

The City Council meeting was called to order at 6:41 pm with Mayor Aquino presiding.

ROLL CALL:

Councilmembers Present:	Sarah Aquino, Mayor Michael Kozlowski, Councilmember Barbara Leary, Councilmember Justin Raithel, Vice Mayor Anna Rohrbough, Councilmember
Councilmembers Absent:	None

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

BUSINESS FROM THE FLOOR:

The following speaker addressed the City Council:

Eileen Chandler

AGENDA UPDATE

City Attorney Steven Wang advised that additional information was provided regarding item 15.

SCHEDULED PRESENTATIONS:

1. Resolution of Commendation for City Manager Elaine Andersen on the Occasion of Her Retirement

Mayor Sarah Aquino presented the Resolution of Commendation. The following speakers addressed the City Council:

Karen Holmes
Martha Lofgren

Ryan Andersen
Paige Andersen

2. City Manager's Fiscal Year 2023-24 Fourth Quarter and Fiscal Year 2024-25 First Quarter Financial Reports

Chief Financial Officer Stacey Tamagni made a presentation and responded to questions from the City Council.

CONSENT CALENDAR:

Items appearing on the Consent Calendar are considered routine and may be approved by one motion. Councilmembers may pull an item for discussion.

3. Approval of November 7, 2024 City Council Special Meeting Minutes
4. Approval of November 12, 2024 City Council Special Meeting Minutes
5. Approval of November 12, 2024 City Council Special and Regular Meeting Minutes
6. Approval of November 22, 2024 City Council Special Meeting Minutes
7. Receive and File SB-165 Annual Reports for Community Facilities Districts No. 13, No. 14, No. 2013-1, No. 16, No. 17, No. 18, No. 19, No. 20, No. 21, No. 22, and No. 23 to Comply with the Local Agency Special Tax Bond and Accountability Act
8. Resolution No.11297 – A Resolution Accepting the Fiscal Year 2024-25 Sacramento Metropolitan Cable Television Commission (SMCTC) Public, Educational, and Governmental (PEG) Fee Funding and Appropriation of Funds
9. Resolution No. 11298- A Resolution Accepting both Fiscal Year 2023-24 Growth Funding and Initial Funding for Fiscal Year 2024-25, Citizen's Option for Public Safety (COPS) Grants for the Purchase of Technology, Recruiting/Promotion Services and Equipment to Improve Police Operations in Accordance with State Requirements and Appropriation of Funds
10. Resolution No. 11299– A Resolution Authorizing the City Manager to Execute a Certification Form for the Folsom Fire Department to Participate in a Medi-Cal Intergovernmental Transfer (IGT) Program with the Department of Health Care Services (DHCS) for Reimbursement of PP-GEMT IGT Services for the Service Period of January 1, 2025, through December 31, 2025, and Make Transfers Not to Exceed $410,800 and Appropriation of Funds
11. Resolution No. 11301 – A Resolution Authorizing the City Manager to Execute Amendment No. 1 to the Agreement (Contract No. 046-21 23-018) with Lhoist North America of Arizona, Inc. for the Supply of Hydrated Lime for the Water Treatment Plant
12. Resolution No. 11302- A Resolution Authorizing the City Manager to Execute Amendment No. 7 to the Agreement (Contract No. 174-21-13-052) with Superion, LLC (now known as CentralSquare Technologies) to Integrate Timekeeping Software with Ultimate Kronos Group (UKG)

13. Resolution No. 11303 - A Resolution Authorizing the City Manager to Execute Amendment No. 3 to the Agreement (Contract No. 173-21 14-092) with Water Works Engineers, LLC for Fixed Network and Water Consumption Database As-Needed Support

14. Resolution No. 11307 - A Resolution Ratifying the Additional Expenditures for the Folsom Zoo Sanctuary Perimeter Fence Project

15. pulled for discussion

16. Resolution No. 11310- A Resolution Authorizing the City Manager to Execute a Cooperative Service Agreement with the United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services

17. Resolution No. 11311 – A Resolution Accepting the AB1600 Development Fees Annual Report for the Fiscal Year ended June 30, 2024

Motion by Councilmember Kozlowski, second by Councilmember Leary to approve Consent Calendar items 3-14 and 16 – 17. Motion passed by the following roll-call vote:

AYES: Kozlowski, Leary, Raithel, Rohrbough, Aquino
NOES: None
ABSENT: None
ABSTAIN: None

CONSENT CALENDAR ITEM PULLED FOR DISCUSSION

15. Resolution No. 11309- A Resolution of the City Council of the City of Folsom Authorizing the City Manager to Execute a Development Impact Fee Deferral Agreement with Vintage at Folsom, LP

Speaker Joanne Brausch pulled this item to ask about the impacts of fee deferrals; Community Development Director Pam Johns responded.

Motion by Vice Mayor Raithel, second by Councilmember Kozlowski to approve Resolution No. 11309. Motion passed by the following roll-call vote:

AYES: Kozlowski, Leary, Raithel, Rohrbough, Aquino
NOES: None
ABSENT: None
ABSTAIN: None

PUBLIC HEARING:

18. Sacramento County Transportation Fee Program Update

    i. Resolution No. 11304- A Resolution Adopting the Measure A Sacramento Countywide Transportation Mitigation Fee Program 2024 Nexus Study Update Report

    ii. Resolution No. 11305- A Resolution Authorizing the City Manager to Execute the Amended (August 2024) Agreement on Operating Protocols between the City of Folsom and the Sacramento Transportation Authority related to the Sacramento Countywide Transportation Mitigation Fee Program

Engineering Manager Ryan Chance made a presentation and responded to questions from the City Council.

Mayor Aquino opened the public hearing at 7:50 pm and the following speaker addressed the City Council:

Robert Holderness

Hearing no further speakers, the public hearing was closed at 7:51 pm.

Motion by Vice Mayor Raithel, second by Councilmember Kozlowski to approve Resolution No. 11304. Motion passed by the following roll-call vote:

AYES: Kozlowski, Leary, Raithel, Rohrbough, Aquino
NOES: None
ABSENT: None
ABSTAIN: None

Motion by Vice Mayor Raithel, second by Councilmember Leary to approve Resolution No. 11305. Motion passed by the following roll-call vote:

AYES: Kozlowski, Leary, Raithel, Rohrbough, Aquino
NOES: None
ABSENT: None
ABSTAIN: None

19. Hillsborough Area 40 Large-Lot Subdivision Map - Vicinity of Prairie City Road and Mangini Parkway in the Folsom Plan Area (SUBPM22-00159)

    i. Resolution No. 11308 – A Resolution to Adopt an Addendum to the Folsom Plan Area Specific Plan EIR/EIS and Approve a Large-Lot Tentative Subdivision Map for the Hillsborough Area 40 Large-Lot Subdivision Map Project

Principal Planner Jessica Brandt made a presentation and responded to questions from the City Council.

Mayor Aquino opened the public hearing at 8:12 pm and the following speaker addressed the City Council:

Roy Brewer, representing Easton Development Company

Hearing no further speakers, the public hearing was closed at 8:13 pm.

Motion by Councilmember Kozlowski, second by Councilmember Leary to approve Resolution No. 11308, with the addition of the December 10, 2024 date on COA#15 and the addition of COA#29 requiring that, prior to the approval of the Large Lot Final Map, a public information meeting shall be scheduled and noticed to provide a progress update related to the completion of remediation of this Area 40. Motion passed by the following roll-call vote:

AYES: Kozlowski, Leary, Raithel, Rohrbough, Aquino
NOES: None
ABSENT: None

ABSTAIN: None

CONVENE JOINT MEETING

JOINT MEETING CONSENT CALENDAR:

20. Receive and File the City of Folsom, the Folsom Redevelopment Successor Agency, the Folsom Public Financing Authority, the Folsom Ranch Financing Authority, and the South of 50 Parking Authority Monthly Investment Reports for the Month of September 2024

Motion by Vice Mayor Raithel, second by Councilmember Leary to approve the Consent Calendar. Motion passed by the following roll-call vote:

AYES: Kozlowski, Leary, Raithel, Rohrbough, Aquino
NOES: None
ABSENT: None
ABSTAIN: None

ADJOURNMENT

The special joint meeting was adjourned back to the regular meeting at 8:14 pm.

RECONVENE CITY COUNCIL MEETING

CITY MANAGER REPORTS

City Manager Elaine Andersen introduced Interim City Manager Dan Havery and spoke of upcoming events including the zoo holiday lights event, Santa's Sleigh program, skate park event, and the holiday lights contest.

COUNCIL COMMENTS

Councilmember Leary thanked staff. Councilmember Rohrbough asked for an update about Kids Play Park. Vice Mayor Raithel noted he was looking forward to the coming year. Councilmember Kozlowski spoke of the tree lighting event and the California International Marathon, and Mayor Aquino spoke of the upcoming Metro Chamber Cap-to-Cap trip.

ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 8:21 pm.

SUBMITTED BY:

_____
Christa Freemantle, City Clerk

ATTEST:

_____
Sarah Aquino, Mayor

City Council Special Meeting

MINUTES

Tuesday, December 16, 2024 2:00 PM

CALL TO ORDER

The special City Council meeting was called to order at 2:00 pm with Mayor Aquino presiding.

ROLL CALL:

Councilmembers Present:	Sarah Aquino, Mayor Barbara Leary, Councilmember Anna Rohrbough, Councilmember
Councilmembers Absent:	Michael Kozlowski, Councilmember Justin Raithel, Vice Mayor

ADJOURNMENT TO CLOSED SESSION FOR THE FOLLOWING PURPOSES:

1. Public Employee Appointment – Recruitment to Fill the Position of City Manager Following Retirement Announcement of Current City Manager Pursuant to Government Code section 54957(b)(1)
2. Conference with Labor Negotiator - Pursuant to Government Code Section 54957.6. Agency Negotiator: Vance Piggott. Employee Organization: Folsom Police Officers' Association

Motion by Mayor Aquino, second by Councilmember Leary to adjourn to closed session. Motion passed by the following roll-call vote:

AYES: Leary, Rohrbough, Aquino
NOES: None
ABSENT: Kozlowski, Raithel
ABSTAIN: None

Councilmember Kozlowski and Vice Mayor Raithel arrived during closed session.

RECONVENE

Mayor Aquino announced that no final action was taken during closed session.

ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 4:26 pm.

SUBMITTED BY:

_____
Christa Freemantle, City Clerk

ATTEST:

_____
Sarah Aquino, Mayor

Folsom City Council
Staff Report

MEETING DATE:	1/14/2025
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11312 - A Resolution Authorizing the City Manager to Amend the 2024 Contract Between the City of Folsom and the Sacramento Society for the Prevention of Cruelty to Animals (SSPCA) for Shelter Services
FROM:	Police Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends that the City Council adopt Resolution 11312 – A Resolution Authorizing the City Manager to Amend the 2024 Contract Between the City of Folsom and the Sacramento Society for the Prevention of Cruelty to Animals (SSPCA) for Shelter Services.

BACKGROUND / ISSUE

The SSPCA has been providing animal sheltering services to the City of Folsom since July 1, 2015. Staff desires to continue this successful contractual partnership and seeks approval to authorize the City Manager to execute the new agreement for the next two years, from January 1, 2025 through December 31, 2026.

POLICY / RULE

In accordance with Chapter 2.36 of the Folsom Municipal Code, professional services costing $73,209 or greater shall be contracted for by the City Council.

ANALYSIS

The SSPCA is a non-profit organization dedicated to providing shelter for homeless, lost, or

abused pets; low-cost spay and neuter services; and public education. The organization's mission is to "foster a loving and compassionate community for animals and people by providing assistance, creating lifelong relationships, and saving lives."

The City has successfully worked in partnership with the SSPCA for the City's animal sheltering needs since July 1, 2015 and desires to continue that contractual partnership.

Please note that the SSPCA contract is only for animal sheltering services. The City will continue to provide a full-time Animal Services Officer to serve the community. The Animal Services Officer will continue to enforce state and local laws and ordinances to protect both the animal and human customers, respond to animal issues in the field, and provide public education, among other duties.

FINANCIAL IMPACT

The contract would be for a two-year term beginning January 1, 2025 through December 31, 2026. In year one of the contract (2025), the City will pay SSPCA an amount not to exceed $90,590.00. In year two of the contract (2026), the City will pay SSPCA an amount not to exceed $96,932.00.

The City also agrees to pay SSPCA for each animal in excess of the yearly animal intake amounts (300) as established in Section 5.01 of the contract which is $225.

This agreement is included in the Fiscal Year 2024-25 General Fund (Fund 010) Operating Budget in the Animal Services Division. There are sufficient funds budgeted and available in the FY 2024-25 Budget for the continuation of this contract.

ATTACHMENT

Resolution No. 11312 – A Resolution Authorizing the City Manager to Amend the 2024 Contract Between the City of Folsom and the Sacramento Society for the Prevention of Cruelty to Animals (SSPCA) for Shelter Services

Submitted,

Richard Hillman, Chief of Police

RESOLUTION NO. 11312

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AMEND THE 2024 CONTRACT BETWEEN THE CITY OF FOLSOM AND THE SACRAMENTO SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (SSPCA) FOR SHELTER SERVICES

WHEREAS, the Sacramento Society for the Prevention of Cruelty to Animals (SSPCA) is a non-profit organization dedicated to providing shelter for homeless, lost, or abused pets; low-cost spay and neuter services; and public education; and

WHEREAS, the current agreement between the City of Folsom and the SSPCA to provide animal sheltering services for the City expired on December 31, 2024; and

WHEREAS, the SSPCA and staff desires to continue this successful contractual partnership and seeks approval to authorize the City Manager to amend the existing agreement from January 1, 2025, through December 31, 2026; and

WHEREAS, funds are budgeted and available in the FY 2024-25 General Fund (Fund 010) Operating Budget in the Animal Services Division and this agreement will be included during the budget process in future fiscal years; and

WHEREAS, the agreement will be in a form acceptable to the City Attorney;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the City Manager to amend the 2024 contract between the City of Folsom and the Sacramento Society for the Prevention of Cruelty to Animals for Sheltering Services.

PASSED AND ADOPTED this 14th day of January 2025, by the following roll-call vote:

AYES: Councilmember(s):

NOES: Councilmember(s):

ABSENT: Councilmember(s):

ABSTAIN: Councilmember(s):

Sarah Aquino, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

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CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Folsom City Council
Staff Report

MEETING DATE:	1/14/2025
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11313- A Resolution Authorizing Submission of Folsom Transportation Development Act Claim for Pedestrian and Bicycle Facilities Fiscal Year 2024-25 to the Sacramento Area Council of Governments
FROM:	Parks and Recreation Department

RECOMMENDATION / CITY COUNCIL ACTION

The Parks and Recreation Department recommends that the City Council approve Resolution No.11313– A Resolution Authorizing Submission of Folsom Transportation Development Act Claim for Pedestrian and Bicycle Facilities Fiscal Year 2024-25 to the Sacramento Area Council of Governments.

BACKGROUND / ISSUE

The Sacramento Area Council of Governments (SACOG) requires annual submission of funding claims regarding the use of Transportation Development Act (TDA) funds in the form of Local Transportation Funds (LTF). These funds are used by the City of Folsom for pedestrian and bicycle facilities.

POLICY / RULE

SACOG requires City Council approval for Transportation Development Act Claim submissions.

ANALYSIS

The portion of LTF funds for pedestrian and bicycle facilities available to the City of Folsom is calculated each year on a percentage of sales tax based on population. The amount of $105,356, which includes all LTF pedestrian and bicycle funds, is the amount estimated by SACOG to be available for Fiscal Year 2024-25.

FINANCIAL IMPACT

Approval of the Fiscal Year 2024-25 TDA claim, in the amount of $105,356, by the City of Folsom and the SACOG Board of Directors will provide additional funding for pedestrian and bicycle facility projects without reliance on the City's General Fund.

ATTACHMENTS

1. Resolution No. 11313- A Resolution Authorizing Submission of Folsom Transportation Development Act Claim for Pedestrian and Bicycle Facilities Fiscal Year 2024-25 to the Sacramento Area Council of Governments
2. Transportation Development Act Claim Packet

Submitted,

Kelly Gonzalez, Parks and Recreation Director

ATTACHMENT 1

RESOLUTION NO. 11313

A RESOLUTION AUTHORIZING SUBMISSION OF FOLSOM TRANSPORTATION DEVELOPMENT ACT CLAIM FOR PEDESTRIAN AND BICYCLE FACILITIES FY 2024-25 TO THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS

WHEREAS, the Transportation Development Act (TDA) of 1974 allows two percent (2%) of the Local Transportation Fund apportionment to be made available exclusively for pedestrian and bicycle facilities; and

WHEREAS, the City desires to utilize these authorized TDA fund for construction, maintenance, and repair of existing and future bicycle and pedestrian facilities throughout the City of Folsom; and

WHEREAS, the Sacramento Area Council of Governments has estimated the amount of TDA funds available to the City of Folsom for bicycle and pedestrian facilities in Fiscal Year 2024-25 to be $105,356; and

WHEREAS, the Sacramento Area Council of Governments requires a claim package be submitted to receive the TDA allocation, including a resolution approved by the City Council authorizing the filing of the claim; and

WHEREAS, the agreement will be in a form acceptable to the City Attorney.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes submission of Folsom Transportation Development Act Claim for Pedestrian and Bicycle Facilities Fiscal Year 2024-25 in the amount of $105,356, along with any subsequent amendments should the amount of requested funds be adjusted.

PASSED AND ADOPTED this 14th day of January 2025, by the following roll-call vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Sarah Aquino, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

ATTACHMENT 2

TRANSPORTATION

DEVELOPMENT ACT

CLAIM PACKET

Sacramento Area Council of Governments
1415 L Street. Suite 300
Sacramento, CA 95814

TRANSPORTATION DEVELOPMENT ACT
CLAIM CHECKLIST

Please check the following items as either included with the attached TDA claim package or on file at SACOG.

Item	Claimant	Attached	On File
TDA–1 Annual Transportation Development Claim	All Claimants	X	N/A
TDA–2 Project and Expenditure Plan (for the fiscal year of this claim and prior fiscal year)	All Claimants	X	N/A
TDA–3 Status of Previously Approved Projects	All Claimants	X	N/A
TDA–4 Statement of Conformance	All Claimants	X	N/A
TDA–5 TDA Claim Certification	All Claimants	X	N/A
Resolution by governing body that authorized the claim	All Claimants	X	N/A
CHP Safety Compliance Report (completed within the last 13 months)	Claimants for transit service		
Adopted or proposed budget for the fiscal year of the claim	Claimants for transit service		
Signed copy of transit service contract	Claimants for transit service		
Area wide transfer agreement and resolution	Claimants that allow inter-system transfers		
Information establishing eligibility under efficiency criteria - STA Operator Qualifying Criteria calculation based on Section 99314.6	Claimants for revenue-based STA funds		
Certification that claim is consistent with Capital Improvement Program	Claimants for bike/ped facilities	X	N/A
Compliance with PUC Sections 99155 and 99155.5	Claimants for transit service		
Copy of Ten-Year Capital & Operations Program	Claimants for transit service		

TDA–1
TRANSPORTATION DEVELOPMENT ACT CLAIM

TO: Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814

FROM:

Claimant	City of Folsom, Parks and Recreation Department		
Address	50 Natoma Street		
City	Folsom	Zip Code	95630
Contact Person	Brett Bollinger		
Telephone	(916) 461-6632		
E-Mail	bbollinger@folsom.ca.us		

The above claimant hereby requests, in accordance with authority granted under the Transportation Development Act and applicable rules and regulations adopted by the Sacramento Area Council of Governments (SACOG), that its request for funding be approved as follows:

LTF:

$ 105,356 FY 2024-25

$ 105,356 Total Claim

STA: None

Submitted by: **Kelly Gonzalez**

Title: **Parks and Recreation Director**

Date:

TDA–2
ANNUAL PROJECT AND EXPENDITURE PLAN

Claimant: City of Folsom **Fiscal Year: FY 24-25**

Project Title and TDA Article Number	TDA LTF FY 24-25	TDA STA FY 24-25	TDA STA-SGR FY 24-25	Transit Fares	General Fund	Fund Balance-Transit	Federal /State	Other Income and Interest	Total
Article 8 Section 9923(c) Pedestrian and Bikes	$105,356.00								$105,356.00
Total	$105,356.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$105,356.00

TDA–3
STATUS OF PREVIOUSLY APPROVED PROJECTS

Instructions — Describe the status of all prior fiscal year TDA claim projects and any projects from previous years that are still active, as follows:

- Include both operating and capital budgets
- Approved amounts should be specified in TDA claims approved by SACOG
- Expenditures should be to date
- Project status should be either "Complete" or "Active"

Fiscal Year	Project Title	Amount Approved	Expenditures	Project Status
FY 2023-24	Folsom Blvd Overcrossing Feasibility Study	$17,657	$17,657	Complete
FY 2023-24	Folsom-Placerville Rail Trail (PK1604)	$200,000	$0	Active
FY 2020-21	Trail Connection Projects Design	$110,000	$110,000	Complete
FY 2018-19	Lake Natoma Class I Trail – Phase II (PK0902)	$124,900	$124,900	Complete
FY 2018-19	Johnny Cash Trail – Phase II (PK2711)	$96,660	$96,660	Complete
TOTAL		**$549,217**	**$349,217**	

TDA–4
STATEMENT OF CONFORMANCE

Form TDA-4 must be completed and signed by the Administrative Office of the submitting claimant.

The City of Folsom hereby certifies that the Transportation Development Act claim for fiscal year FY 24-25 in the amount of **$105,356** (LTF) and **$0** (STA) for a total of **$105,356** conforms to the requirements of the Transportation Development Act and applicable rules and regulations. (See Attachment A for listing of conformance requirements)

Certified by the Finance Director _____
Stacey Tamagni

Date _____

Certified by City Clerk _____
Christa Freemantle

Date _____

TDA–5
TDA CLAIM CERTIFICATION FORM

I, **Stacey Tamagni,** Finance Director for the **City of Folsom,**

do hereby attest, as required under the California Code of Regulations, Title 21, Division 3, Chapter 2, Section 6632, to the reasonableness and accuracy of the following:

(a) The attached budget or proposed budget for FY 2024-2025

(b) The attached certification by the Department of the California Highway Patrol verifying that The City of Folsom is in compliance with Section 1808.1 of the Vehicle Code, as required in Public Utilities Code Section 99251.

(d) The **estimated** amount of FY 2024-2025 maximum eligibility for moneys from the Local Transportation Fund and State Assistance Fund, as defined in Section 6634 is $105,356

Signature of Finance Director _____
Stacey Tamagni

Agency Name City of Folsom

Date _____

Folsom City Council
Staff Report

MEETING DATE:	1/14/2025
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11314 – A Resolution Authorizing the City Manager to Execute an Amendment to the Agreement with Williams Scotsman, Inc. for the Lease of the Modular Building Occupied by the Waste and Recycling Division
FROM:	Public Works Department

RECOMMENDATION / CITY COUNCIL ACTION

The Public Works Department recommends that the City Council pass and adopt Resolution No. 11314 - A Resolution Authorizing the City Manager to Execute an Amendment to the Agreement with Williams Scotsman, Inc. for the Lease of the Modular Building Occupied by the Waste and Recycling Division.

BACKGROUND / ISSUE

The Waste and Recycling Division (Division) of the Public Works Department is located in the City of Folsom Corporation Yard. The Division administrative staff work from a modular trailer originally leased from ModSpace in 2007. ModSpace has since been sold to Williams Scotsman, Inc. (WillScot), who currently owns the building. In October 2019, the city executed a lease with WillScot to secure the building and rental rate for five years. Following the five-year period, the agreement transitioned to a month-to-month rental, which does not guarantee the monthly rate or continued use of the building.

Both parties are interested in amending the original agreement to maintain the current rental rate and secure the building for an additional two years. The short-term lease allows for an easier transition when the Division is moved to the future location of the Corporation Yard.

This resolution will authorize the City Manager to execute an extension to the lease agreement with WillScot for two (2) additional years.

POLICY / RULE

In accordance with Section 2.36.080 of the Folsom Municipal Code, supplies, equipment, services, and construction with a value of $75,049 or greater shall be approved by City Council.

ANALYSIS

In consideration of the future transition to a new Corporation Yard, the Department recommends a short-term extension of the lease on the administrative building it has occupied for seventeen years. A lease fixes monthly costs and establishes the party responsible for building maintenance and repairs. If the current Corporation Yard were going to be used long-term, a longer-term office solution would be evaluated through a bid process; however, taking into consideration the cost and operational disruption of removing the current building and installing a new building, entering into a new lease to seamlessly continue operations is the most practical course of action.

Another consideration was purchasing the building. The cost before tax is $256,320, equating to nearly 14 years of rent at the current rate. Additionally, the city would be responsible for maintenance costs currently included in the lease.

The monthly rental rate is $1,550 per month, therefore the additional two years adds $37,200 to the lease. The city also remains responsible for the final return charges at the end of the lease, which were estimated at $15,530.20 in 2019.

FINANCIAL IMPACT

The amendment to the agreement is for two years of rent which equates to $37,200. The lease of the Waste and Recycling administration office is included in the adopted Fiscal Year 2024-25 Operating Budget and funded through the Solid Waste Operating Fund (Fund 540). The remaining cost to the Solid Waste Operating Fund (Fund 540) in Fiscal Year 2024-25 to continue utilizing this building is $13,361, including taxes. Sufficient funds for this amendment are available in the current fiscal year in the Solid Waste Operating Fund (Fund 540) and will be made available through the budget process for the remainder of the period of the agreement.

ENVIRONMENTAL REVIEW

This action is exempt from environmental review under the California Environmental Quality Act (CEQA).

ATTACHMENTS

Resolution No. 11314 - A Resolution Authorizing the City Manager to Execute an Amendment to the Agreement with Williams Scotsman, Inc. for the Lease of the Modular Building Occupied by the Waste and Recycling Division

Submitted,

Mark Rackovan, PUBLIC WORKS DIRECTOR

RESOLUTION NO. 11314

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH WILLIAMS SCOTSMAN, INC. FOR THE LEASE OF THE MODULAR BUILDING OCCUPIED BY THE WASTE AND RECYCLING DIVISION

WHEREAS, the administrative operations of the Waste and Recycling Division of the Public Works Department currently utilize a rented modular trailer located at the City of Folsom Corporation Yard; and

WHEREAS, the current modular trailer is meeting the operational needs of the Waste and Recycling Division; and

WHEREAS, the lease for the existing modular trailer has expired; and

WHEREAS, the city and Williams Scotsman, Inc. (Willscot) have continued to operate under the terms of the lease; and

WHEREAS, staff has considered the limited term use of the current Corporation Yard in the recommendation to continue leasing the existing building rather than solicit bids for a replacement building; and

WHEREAS, a lease agreement secures the building for use by the Waste and Recycling Division over the next two (2) years; and

WHEREAS, staff recommends amending the agreement with Willscot to continue leasing the modular building for two additional years which equates to $37,200; and

WHEREAS, sufficient funds are budgeted and available in the Solid Waste Fund (Fund 540) in the current fiscal year and will be made available for the remainder of the agreement through the budget process; and

WHEREAS, the agreement will be in a form acceptable to the City Attorney:

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the City Manager to execute an amendment to the agreement with Williams Scotsman, Inc. for the lease of the modular building occupied by the Waste and Recycling Division.

PASSED AND ADOPTED this 14th day of January, 2025, by the following roll-call vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Sarah Aquino, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

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CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Folsom City Council
Staff Report

MEETING DATE:	1/14/2025
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11315 - A Resolution Authorizing the City Manager to Execute a Construction Agreement with Precision Emprise LLC, dba Precision Concrete Cutting, for the District 4 Sidewalk Offset Repair Project
FROM:	Public Works Department

RECOMMENDATION / CITY COUNCIL ACTION

The Public Works Department recommends that the City Council pass and adopt Resolution No. 11315 - A Resolution Authorizing the City Manager to Execute a Construction Agreement with Precision Emprise LLC, dba Precision Concrete Cutting, for the District 4 Sidewalk Offset Repair Project.

BACKGROUND / ISSUE

One goal of the Public Works Department is to maintain the sidewalks throughout the City in a safe manner. This is accomplished utilizing various inspection methods, ranging from hiring third party firms to conduct thorough inspections of the sidewalk network, receiving notifications from residents through SeeClickFix, or being observed by city staff during their daily work assignments.

In July 2024, the city contracted with Precision Emprise LLC, dba Precision Concrete Cutting (PCC), to inspect and document the entirety of sidewalks in Council District 4. This inspection identified each sidewalk distress (such as uplifts, cracking, etc.) and provided a report with these findings and repair quantities to the City.

Staff reviewed the findings and determined it would be in the city's best interest to permanently remove and replace all sidewalk locations with an uplift greater than 2 inches. This work will be performed through a planned On-Call Concrete and Asphalt Maintenance contract expected to commence in early 2025. Staff are currently working on scoping and advertising this On-Call Concrete and Asphalt Maintenance contract.

All remaining sidewalk uplifts perpendicular to the sidewalk and between 0.5 inches to 2 inches tall will be removed as part of this contract through PCC's patented removal process of smooth cutting the lifted concrete. In total, this contract will address 976 identified lifts. While this is not a permanent solution to these uplifts, the majority of which are caused by private property tree roots, these repairs will alleviate the existing tripping hazards until the funds are available for permanent repairs.

Pending approval of this contract, these repairs are expected to begin in February 2025 and be completed by April 2025.

POLICY / RULE

Section 2.36.120 of the Folsom Municipal Code states, in part, that contracts for supplies, equipment, services, and construction with an estimated value of $75,049 or greater shall be awarded by the City Council.

ANALYSIS

PCC utilizes multiple patented processes for concrete cutting that leaves a smooth surface and reduces the dust associated with these repairs. Many other sidewalk uplift repair processes leave a heavily textured surface that does not entirely eliminate the uplift and creates excessive dust in the process.

Staff is recommending this contract be awarded through Sole Source Procurement in compliance with Section 2.36.140 of the Folsom Municipal Code based on the attached letter identifying PCC's patented processes. Staff has researched and was unable to find any other companies that perform sidewalk uplift removals through the process of concrete cutting.

Staff will use the City's standard Construction Agreement in a form acceptable to the City Attorney.

FINANCIAL IMPACT

The contract with Precision Emprise LLC, dba Precision Concrete Cutting, would be authorized for $140,885.40 with the project budgeted for a total of $154,973.94, which will include a ten percent contingency amount of $14,088.54 for potential change orders.

Funds in the amount of $154,973.94 are budgeted and available in the City-Wide ADA Compliance Project, Project No. 2409, utilizing SB1 Road Maintenance and Rehabilitation Fund (Fund 235) and Measure A (Fund 276).

ENVIRONMENTAL REVIEW

All items of work are categorically exempt from environmental review.

ATTACHMENTS

1. Resolution No. 11315 - A Resolution Authorizing the City Manager to Execute a Construction Agreement with Precision Emprise LLC, dba Precision Concrete Cutting, for the District 4 Sidewalk Offset Repair Project

2. Precision Concrete Cutting – Patent Information Letter

Submitted,

_____

Mark Rackovan, PUBLIC WORKS DIRECTOR

ATTACHMENT 1

RESOLUTION NO. 11315

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION AGREEMENT WITH PRECISION EMPRISE LLC, DBA PRECISION CONCRETE CUTTING, FOR THE DISTRICT 4 SIDEWALK OFFSET REPAIR PROJECT

WHEREAS, the City of Folsom desires to remove sidewalk uplifts in Council District 4 as identified in the report titled Folsom District 4 Assessment Report ½" to 2" by Precision Concrete Cutting; and

WHEREAS, the contract will be executed in compliance with Folsom Municipal Code Section 2.36.140 - Sole Source Procurement based on the patented method of repair; and

WHEREAS, staff was unable to locate another vendor that performs these types of repairs with the preferred methodology that Precision Concrete Cutting utilizes; and

WHEREAS, funds in the amount of $154,973.94 are budgeted and available in the City-Wide ADA Compliance Project, Project No. 2409 utilizing SB1 Road Maintenance and Rehabilitation Fund (Fund 235) and Measure A (Fund 276); and

WHEREAS, the contract will be in a form acceptable to the City Attorney:

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the City Manager to execute a Construction Agreement with Precision Emprise LLC, dba Precision Concrete Cutting, for the District 4 Sidewalk Offset Repair Project in the amount of $140,885.40, with the budgeted amount to include a ten percent contingency for a total not-to-exceed amount of $154,973.94.

PASSED AND ADOPTED on this 14th day of January 2025, by the following roll-call vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Sarah Aquino, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

ATTACHMENT 2

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

3191 N. Canyon Road Provo, UT 84604
P: (801) 224-0025 F: (801) 224-0062
www.SafeSidewalks.com

December 31st, 2024

City of Folsom
Ryan Chance: P.E.
50 Natoma St.
Folsom, CA 95630

RE: Sole Source Information

To Whom It May Concern:

Due to the nature of our business and our patented equipment and methods, frequently we have been asked to provide a letter stating that our technology relies upon patents that have been issued by the US Patent and Trademark Office. In total, we've received 9 total patents regarding potential tripping risk removal services, ranging from techniques/methods, dust abatement, to measuring tools and methods.

Precision Concrete Cutting is the only company authorized to use the patented equipment and method for removing sidewalk trip risks as described by the following patent numbers:

Previous Patents
U.S. Pat. No. 6,827,074

Current & Pending Patents
U.S. Pat. No. 6,896,604
U.S. Pat. No. 7,000,606
U.S. Pat. No. 7,143,760
U.S. Pat. No. 7,201,644
U.S. Pat. No. 7,402,095
U.S. Pat. No. 9,759,559
U.S. Pat. No. 9,494,407
U.S. Pat. No. 11,628,596

If you have any questions or comments, please feel free to give me a call.

Kind Regards,

Aaron Ollivier, CEO
Precision Concrete Cutting
3191 N. Canyon Rd
Provo, Utah 84604
(801) 373-6060

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CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Folsom City Council
Staff Report

MEETING DATE:	1/14/2025
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11316- A Resolution Authorizing the City Manager to Execute an Agreement with Schaefer Plastics North America, LLC. for the Purchase of Residential Solid Waste Containers
FROM:	Public Works Department

RECOMMENDATION / CITY COUNCIL ACTION

The Public Works Department recommends that the City Council pass and adopt Resolution No. 11316 - A Resolution Authorizing the City Manager to Execute an Agreement with Schaefer Plastics North America, LLC. for the Purchase of Residential Solid Waste Containers.

BACKGROUND / ISSUE

The Waste and Recycling Division (Division) of the Public Works Department is responsible for providing timely collection of residential and commercial solid waste and recycling in the City of Folsom. The Division needs to purchase recycling, trash, and organics containers (cans) on a continuing basis to maintain a working inventory of seven different can types for curbside collection. Most cans purchased are used to replace damaged cans currently in service; however, some are used to provide additional service to existing customers and to provide cans to new homes. Prompt replacement of damaged cans and providing additional cans where needed enables the city to provide reliable and efficient service for the collection of the city's residential waste. In addition, properly functioning cans help prevent litter and protect material from water intrusion, which increases disposal costs and reduces the recyclability of some materials.

In Fiscal Year 2017-18, the City entered into an agreement with Schaefer Plastics North America, LLC. (Schaefer) for the purchase of curbside collection containers. Contracting with a single vendor has allowed the city to secure consistent pricing, quality, and appearance of

cans and provide a reliable source to meet the city's fluctuating inventory needs. The contract with Schaefer has expired and the Division is seeking a new agreement. Schaefer has proven to be a reliable partner and offers competitive pricing through a cooperative purchase agreement.

POLICY / RULE

In accordance with Section 2.36.080 of the Folsom Municipal Code, supplies, equipment, services, and construction with a value of $75,049 or greater shall be approved by City Council.

Section 2.36.170 of the Folsom Municipal Code permits cooperative purchasing agreements for the procurement of any supplies, equipment, service, or construction with one or more public procurement units in accordance with an agreement entered into or between the participants.

ANALYSIS

Schaefer currently has a cooperative purchasing agreement, number RC01-21, with Houston-Galveston Area Council (H-GAC), a national cooperative purchasing entity of which the City of Folsom is a member. The city has purchased numerous items through H-GAC and will use this agreement for the purchase of cans. The pricing has been assessed to be fair, reasonable, and competitive.

Each year the Division projects the amount that will be needed for cans and includes this in the annual budget. For Fiscal Year 2024-25, the Division projected expenses of $396,712 for the purchase of new collection containers. The annual not-to-exceeding amount in the Schaefer agreement will fluctuate year-by-year based on the approved fiscal year budget for can procurement. However, the per can price will be locked in for the full term of the agreement. The agreement will be for a term of five years with two optional one-year extensions.

A combination of funding sources is used to purchase cans. The largest portion is funded from monthly service fees and is used for existing service locations. The city also receives an annual grant from CalRecycle for beverage container recycling called the City/County Payment Program and these funds are currently used exclusively for the purchase of recycling cans. Cans for new homes are purchased from the Division's two impact fee accounts; one for Folsom Plan Area and one for development in all other areas of the city. The budget is allocated among these accounts based on projected needs in each category.

FINANCIAL IMPACT

The purchase of residential cans is included in the adopted Fiscal Year 2024-25 Operating Budget with a total budget of $396,712 funded through the Solid Waste Operating Fund (Fund 540), Solid Waste Capital Fund (Fund 541), and Folsom Plan Area Solid Waste Capital Fund (Fund 544). Expenditures to date total $146,830, with a remaining budget of $249,882, which will be the not-to-exceed amount for the new agreement in Fiscal Year 2024-25.

In subsequent years of the contract, the funding needed for the purchase of residential cans will be projected annually and included in the Division budget. The contract amount will be adjusted annually to a not-to-exceed amount that is equal to the combined adopted departmental supplies budgets for the Solid Waste Collections Division, Solid Waste Grant, Solid Waste Capital, and Folsom Plan Area Solid Waste Capital.

ENVIRONMENTAL REVIEW

This action is exempt from environmental review under the California Environmental Quality Act (CEQA).

ATTACHMENT

Resolution No. 11316 – A Resolution Authorizing the City Manager to Execute an Agreement with Schaefer Plastics North America, LLC. for the Purchase of Residential Solid Waste Containers

Submitted,

_____

Mark Rackovan, PUBLIC WORKS DIRECTOR

RESOLUTION NO. 11316

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SCHAEFER PLASTICS NORTH AMERICA, LLC. FOR THE PURCHASE OF SOLID WASTE CONTAINERS

WHEREAS, Waste and Recycling Division staff has identified the need to purchase solid waste containers to continue to conduct trash, organics, and recycling collections safely and efficiently; and

WHEREAS, this purchase is through the Houston-Galveston Area Council (H-GAC), which used its recognized cooperative purchasing agreement to award Schaefer Plastics North America, LLC.; and

WHEREAS, The agreement will be for a term of five years with two optional one-year extensions; and

WHEREAS, sufficient funds are available in the Fiscal Year 2024-25 Solid Waste Operating Fund (Fund 540) and Solid Waste Capital Funds (Funds 541 and 544); and

WHEREAS, staff reviewed the specifications from Schaefer Plastics North America, LLC. and determined that they meet the City Folsom's specifications for both the type of material used and the method of construction; and

WHEREAS, the agreement will be in a form acceptable to the City Attorney:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Folsom authorizes the City Manager to execute a contract with Schaefer Plastics North America, LLC. for the purchase of residential Solid Waste containers in an amount not-to-exceed $249,882 in Fiscal Year 2024-2025 and an annual not-to-exceed amount equal to the adopted departmental supplies in the annual Solid Waste budget for subsequent years of the contract.

PASSED AND ADOPTED this 14th day of January 2025, by the following roll-call vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Sarah Aquino, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

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CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Folsom City Council
Staff Report

MEETING DATE:	1/14/2025
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11317 - A Resolution Approving a License Agreement Between the Sacramento-Placerville Transportation Corridor Joint Powers Authority and the Placerville and Sacramento Valley Railroad, Inc. for Excursion Rail Operations
FROM:	Public Works Department

RECOMMENDATION / CITY COUNCIL ACTION

The Public Works Department recommends that the City Council pass and adopt Resolution No. 11317 – A Resolution Approving a License Agreement Between the Sacramento-Placerville Transportation Corridor Joint Powers Authority and the Placerville and Sacramento Valley Railroad, Inc. for Excursion Rail Operations.

BACKGROUND / ISSUE

The Sacramento-Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA) was established by its Member Agencies (County of Sacramento, Regional Transit, County of El Dorado, and City of Folsom) in 1991 to oversee the acquisition and preservation of the Placerville Branch of the Southern Pacific Railroad. In 1996, the SPTC-JPA completed the acquisition of 53 miles of railroad right-of-way extending from Sacramento to Placerville (milepost 94.3 to milepost 147.4 – see map in Attachment 2). The corridor passes through the cities of Sacramento, Rancho Cordova and Folsom, and the counties of Sacramento and El Dorado. The City of Folsom segment extends from Highway 50 at Folsom Boulevard, through the City of Folsom, to White Rock Road at Old Placerville Road (milepost 108.83 to milepost 118.0).

In 2007, the SPTC-JPA conducted public workshops in Placerville and Folsom to obtain community input on the potential uses and improvements to the Placerville Branch rail corridor. Workshop participants expressed interest in the initiation of some form of excursion rail service along the corridor. In response, SPTC-JPA recommended the solicitation of proposals for the development and operation of such a service in the corridor. In 2007, the City Council approved

the parameters for the preparation of a Request for Proposals (RFP) for excursion rail service, including the evaluation and selection of proposals submitted in response to the RFP, and authorized the SPTC-JPA to prepare and release the RFP.

The SPTC-JPA issued the RFP for excursion rail service in early 2008. On May 12, 2008, the SPTC-JPA Board of Directors directed its staff to commence discussions with the Folsom, El Dorado and Sacramento Historical Railroad Associations (FEDS) to determine the feasibility of the excursion rail proposal submitted by the FEDS, and to ultimately negotiate a 20-year lease with the FEDS for a portion of the rail line. On October 6, 2008, the SPTC-JPA Board approved a Letter of Intent (LOI) with the FEDS for excursion rail operations. The LOI included provisions that allowed for the LOI to be terminated if sufficient progress was not being made in developing the service and negotiating a lease.

On February 7, 2011, in response to the SPTC-JPA staff's assessment that the FEDS had not made sufficient progress in developing excursion rail services, the SPTC-JPA Board directed that its Excursion Rail Committee be convened to assess alternatives to the previously proposed 20-year lease for excursion rail operations. On February 22, 2011, the Committee met with SPTC-JPA staff and representatives of the FEDS and the Placerville and Sacramento Valley Railroad, Inc. (PSVRR) to consider the direction in which to proceed with the development and implementation of excursion rail services. The Committee's recommendation was to develop a five-year License Agreement with the FEDS/PSVRR, in lieu of a 20-year lease, and to set goals and benchmarks for each operating year. On May 2, 2011, the SPTC-JPA Board approved the five-year License Agreement, authorized the Chief Executive Officer to submit the License Agreement to each affected Member Agency for approval and, following ratification by each affected Member Agency, to execute and deliver the License Agreement for excursion rail operations.

The City of Folsom, Sacramento Regional Transit, and Sacramento County all approved the License Agreement; however, El Dorado County did not vote in support of the License Agreement. The License Agreement was then revised to exclude El Dorado County, thereby preventing PSVRR from operating in that jurisdiction, with the exception of special events authorized by County staff. The amended License Agreement took effect in February 2013, with PSVRR providing excursion rail services in Folsom and Sacramento County. During the term of this License Agreement, PSVRR was able to successfully work with El Dorado County to perform occasional excursions to the town of Latrobe under a specific permit.

The 2013 License Agreement expired in February 2018. In preparation for potential license renewal, PSVRR made a presentation to the SPTC-JPA Board at their August 2017 meeting, outlining PSVRR's progress over the current License Agreement, and their goals for the future if the License Agreement were renewed; part of those goals included re-establishing regular excursion operations in El Dorado County.

At the November 6, 2017, SPTC-JPA Board meeting, the Board voted unanimously to approve a License Agreement, but with the exception that the status quo was to be maintained in El Dorado County, meaning no PSVRR activities except for special events and capital improvements if approved by the County. This amended License Agreement was to take effect in February 2018, pending approval by the member agencies. However, some El Dorado County staff and PSVRR

still had significant disagreements regarding the SPTC-JPA's intent and El Dorado County's goals, so a renewed Agreement was delayed, and the existing License Agreement was extended by the SPTC-JPA Board to May 2018. El Dorado County staff advised their Board to deny the request for a new License Agreement, and effectively maintain the status quo within El Dorado County.

On April 24, 2018, the Folsom City Council unanimously approved a resolution authorizing the SPTC-JPA to execute the renewed License Agreement. El Dorado County staff initially expressed concerns about the License Agreement but were able to make revisions that were acceptable to both the agency and to PSVRR and as a result the El Dorado County Board of Supervisors approved the revised agreement in September 2018. The current License Agreement for Excursion Rail Operations between the SPTC-JPA and the PSVRR was approved as a renewable, five-year agreement that expired at the end of 2023.

POLICY / RULE

Per the Folsom Municipal Code, the City Council is the sole authority to ratify agreements on behalf of the City of Folsom.

ANALYSIS

A copy of the License Agreement between the SPTC-JPA and the PSVRR for excursion rail operations is included in Attachment 3. The License Agreement grants the PSVRR the right to operate excursion rail services along specified portions of the rail corridor, between the City of Folsom and the Sacramento/El Dorado County line and sets forth terms and conditions associated with the operations carried out by the PSVRR. The Agreement minimizes liability to the SPTC-JPA and its Member Agencies; ensures that no public subsidy from the SPTC-JPA or its Member Agencies will be provided for excursion rail services including capital, operating and maintenance costs; and reserves the SPTC-JPA's right to implement and grant licenses for other uses in the rail corridor that do not materially compete or conflict with the PSVRR excursion rail operations.

The License Agreement permits excursion rail operations on the segment of the rail corridor between Iron Point Road in Folsom (approximately milepost 116) and the El Dorado County line (approximately milepost 119.4). Sacramento County's portion of the corridor (milepost 118 to milepost 119.4) is within the operating segment. Additional operating segments will require SPTC-JPA and member agency approval. The City of Folsom has issued special event permits for other segments, such as the holiday train rides between East Bidwell Street and Oak Avenue Parkway, and the annual handcar derby between Broadstone Marketplace and Broadstone Parkway. These segments are permitted because they do not include any at-grade street crossings with passengers aboard any rail vehicles, which would trigger the need for at-grade rail crossing warning devices and would place them under the authority of the California Public Utilities Commission (CPUC), Rail Safety Division. Initial operating hours for excursion rail will be limited to weekends and holidays.

At the November 4, 2024 SPTC-JPA Board meeting, the SPTC-JPA Board voted unanimously to approve a new seven-year License Agreement. The renewed License Agreement is substantially the same as the prior agreement, with some clarifications and the following major differences:

- Section 7.2.1 (Suspension): This provision clarifies that the SPTC-JPA has the power to suspend operations immediately, if the SPCT-JPA determines in good faith that operations are being conducted in an unsafe manner.
- Section 7.3.2 (Partial Termination for White Rock Road Realignment Project): This provision allows the SPCT-JPA to terminate the license for areas south and east of the realigned White Rock Road crossing following receipt of notice from the Capital Southeast Connector Joint Powers Authority that it will require access to the property for the realignment project within six months. Any such partial termination notice from the SPTC-JPA will take effect 60 days after such notice is given.
- Finally, in view of the findings of the 2021 Inspection Reports by the Federal Railroad Administration (FRA) and the California Public Utilities Commission (CPUC), Exhibit A now includes a provision that excursion operations may not commence until the SPTC-JPA receives written confirmation that all defects identified in those reports have been corrected.

If the License Agreement is ratified by Folsom City Council, Sacramento Regional Transit Board of Directors, Sacramento County Board of Supervisors, and the El Dorado County Board of Supervisors, the SPTC-JPA and PSVRR will execute the Agreement and allow PSVRR to continue excursion rail on the approved operating segments.

Member agencies may have additional changes or requirements beyond those set forth in the License Agreement. Assuming those are minor and do not affect the City of Folsom's rights, staff recommends that any modifications be approved by the City Manager, Public Works Director, and the City Attorney.

FINANCIAL IMPACT

The recommended action will not result in any impacts to the current City budget, nor does it impose any future financial commitments by the City. The financial requirements for the excursion rail service are to be addressed by the PSVRR as set forth in the License Agreement, and no City funds will subsidize the capital or operating costs associated with the excursion rail service.

ATTACHMENTS

1. Resolution No. 11317 - A Resolution Approving a License Agreement Between the Sacramento-Placerville Transportation Corridor Joint Powers Authority and the Placerville and Sacramento Valley Railroad, Inc. For Excursion Rail Operations
2. Vicinity Map – Sacramento-Placerville Transportation Corridor Joint Powers Authority
3. License Agreement by SPTC-JPA with PSVRR for Excursion Rail Operations

Submitted,

Mark Rackovan, PUPLIC WORKS DIRECTOR

ATTACHMENT 1

RESOLUTION NO. 11317

A RESOLUTION APPROVING A LICENSE AGREEMENT BETWEEN THE SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY AND THE PLACERVILLE AND SACRAMENTO VALLEY RAILROAD, INC. FOR EXCURSION RAIL OPERATIONS

WHEREAS, the City of Folsom is a member of the Sacramento-Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA); and

WHEREAS, the SPTC-JPA is responsible for overseeing the use of the former Placerville Branch of the Southern Pacific Railroad, part of which extends through the City of Folsom; and

WHEREAS, the SPTC-JPA seeks to enter into a License Agreement with the Placerville and Sacramento Valley Railroad, Inc. (PSVRR) for excursion rail operations along the rail corridor; and

WHEREAS, both SPTC-JPA and City staff have reviewed the License Agreement and found it acceptable; and

WHEREAS, on November 4, 2024, the SPTC-JPA Board voted to approve the new seven-year License Agreement:

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom approves the License Agreement between the Sacramento-Placerville Transportation Corridor Joint Powers Authority and the Placerville and Sacramento Valley Railroad, Inc. for Excursion Rail operations.

PASSED AND ADOPTED on this 14th day of January 2025, by the following roll-call vote:

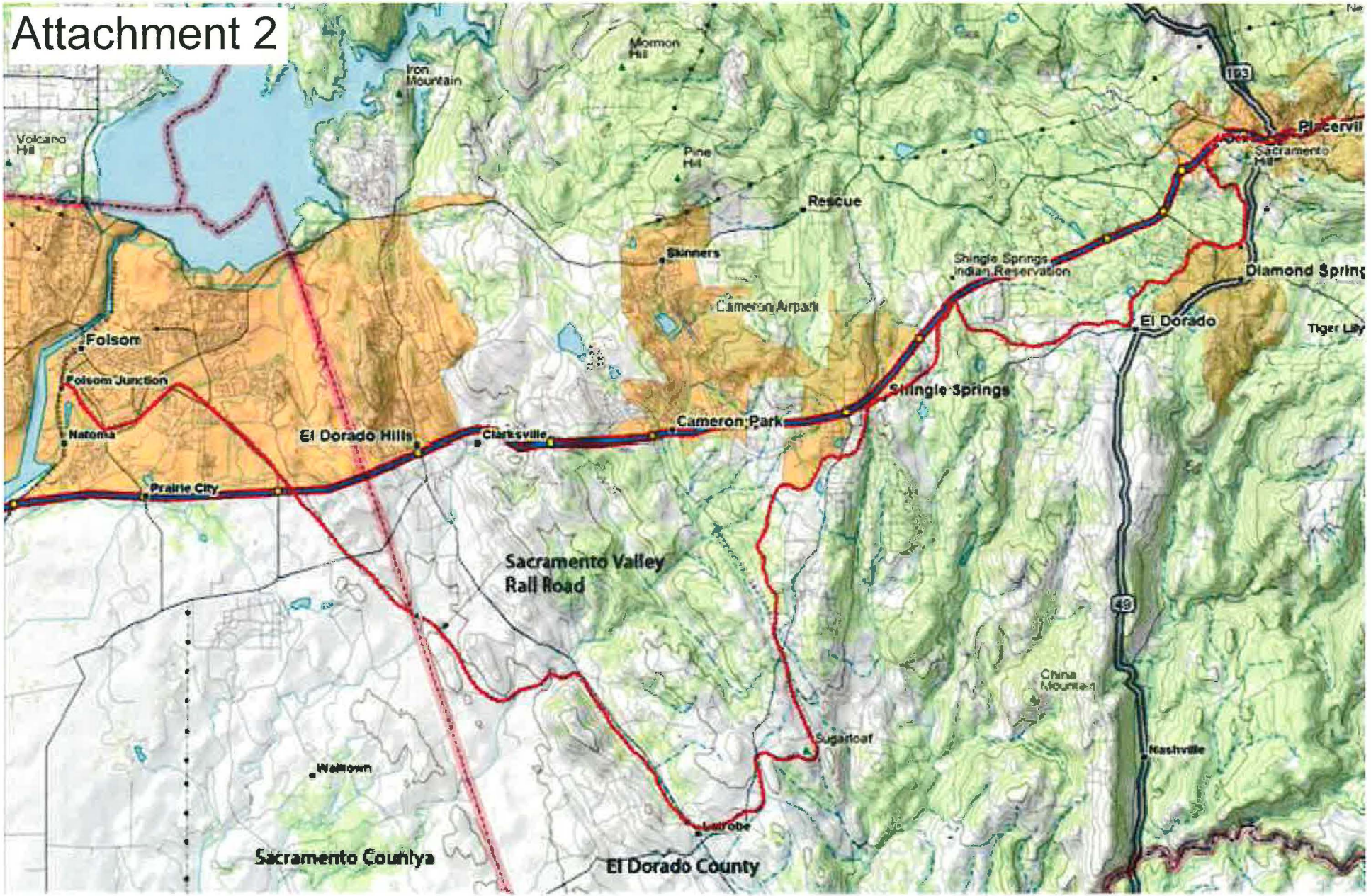
AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Sarah Aquino, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

ATTACHMENT 2


Attachment 2
Mormon Hill
Iron Mountain
Volcano Hill
Pine Hill
Rescue
Skinners
Shingle Springs Indian Reservation
Cameron Airpark
Diamond Spring
El Dorado
Tiger Lily
Folsom
Folsom Junction
Natoma
El Dorado Hills
Clarksville
Cameron Park
Shingle Springs
Prairie City
Sacramento Valley Rail Road
49
China Mountain
Sugarloaf
Nashville
Wallown
Latrobe
Sacramento Countya
El Dorado County

ATTACHMENT 3

LICENSE AGREEMENT
FOR
EXCURSION RAIL OPERATIONS

This License Agreement ("Agreement") is made effective as of December 1, 2024, by and between the **Sacramento-Placerville Transportation Corridor Joint Powers Authority**, a California joint powers agency (**"JPA"**), and the **Placerville and Sacramento Valley Railroad, Inc.**, a California nonprofit public benefit corporation (**"P&SVRR"**).

Recitals

A. On or about January 28, 2008, the JPA issued a Request for Proposal (**"RFP"**) to solicit proposals from firms and individuals with experience, knowledge and qualifications necessary to operate an excursion rail service on a portion of the Rail Corridor covering approximately twenty-six (26) miles situated between the "Folsom Wye" (approximately milepost 111) and Shingle Springs Station (approximately milepost 137). The RFP required that the excursion rail service be operated without public subsidy and in such a manner as to preserve the excess width of the Rail Corridor for other potential uses, including natural trails, bicycle trails and equestrian trails.

B. Pursuant to the RFP, on or about May 12, 2008, the JPA's Board of Directors selected the Folsom, El Dorado and Sacramento Historic Railroad Association (**"FEDSHRA"**) as the entity with which to negotiate the operation of the excursion rail service.

C. FEDSHRA representatives subsequently incorporated P&SVRR to act as the nonprofit entity responsible to develop and operate excursion rail service on the Rail Corridor and, by its signature below, the JPA hereby approves P&SVRR as the operator of excursion rail service.

D. In January 2013, the P&SVRR and the JPA entered into a renewable license agreement for excursion rail services, with a five-year, renewable term. The operating limits of the license agreement adjusted to remove the El Dorado County section of the SPTC after the Board of Supervisors voted against the license agreement. The license agreement was renewed in 2018 and the renewed license expired in 2023.

E. The JPA and P&SVRR desire to continue into this Agreement to set forth the terms and conditions under which excursion rail service will be operated. The parties therefore agree as follows:

Agreement

1. **Definitions**

1.1 The term "FRA" is defined as the United States Federal Railroad Administration or its regulatory successor.

1.2 The term "Hazardous Materials" is defined as any substance: (a) that now or in the future is regulated or governed by, requires investigation or remediation under, or is defined as any hazardous waste, hazardous substance, bio-hazard, medical waste, pollutant, or contaminant under any governmental statute, code, ordinance, regulation, rule, or order, or any amendment thereto, including the Hazardous Material Transportation Act 49 U.S.C. § 5101 *et seq.*, the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, and the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, or (b) that is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, dangerous, or otherwise hazardous, including gasoline, diesel, petroleum hydrocarbons, polychlorinated biphenyls (PCBs), asbestos, radon, and urea formaldehyde foam insulation.

1.3 The term "Hazardous Materials Laws" means all present and future governmental statutes, codes, ordinances, regulations, rules, orders, permits, licenses, approvals, authorizations, and other requirements of any kind applicable to Hazardous Materials.

1.4 The terms "include", "includes", and "including" are to be read as if they were followed by the phrase "without limitation."

1.5 The term "JPA" is defined in the introductory paragraphs of this Agreement and includes its member agencies, and their respective directors, officers, employees, agents, and all others acting under its or their authority.

1.6 The term "Law" is defined as all laws, rules and regulations promulgated (or amended) by any governmental authority having jurisdiction over the License Property or activities permitted hereunder, including, without limitation, the California Public Utilities Commission and Federal Railroad Administration.

1.7 The term "License Property" is defined as the portion of the Rail Corridor extending from approximately milepost 111 (Folsom Wye, Folsom, CA) to approximately milepost 119.4 (Sacramento/El Dorado County Line) consisting of all real and personal property within 10 feet of the centerline of any track on the Rail Corridor except where roadways, buildings, or Rail Corridor boundary lines reduce such distance to less than 10 feet, or additional width is necessary for PUC-required clearances, or approved stations, storage/maintenance facilities, siding, or other similar railroad facilities.

1.8 The term "Loss" is defined as any loss, damage, claim, demand, action, cause of action, penalty, fine, payment, cost, liability, or expense of whatsoever nature, including court costs and reasonable attorneys' fees, resulting from or related to: (a) any injury to or death of any person, including officers, agents, and employees of the JPA or P&SVRR; or (b) damage to or loss or destruction of any property, including the Rail Corridor, any adjacent property, and the roadbed, tracks, equipment, other property of the JPA or P&SVRR, and any property in the JPA's or P&SVRR's care or custody.

1.9 The term "Operating Segment" is defined as any segment of the License Property for which the JPA has given its written approval for Excursion Service operations pursuant to Section 2.1.

1.10 The term "Rail Corridor" is defined as the entire width of the Placerville Branch railroad right-of-way between approximately milepost 111 (Folsom Wye, Folsom, CA) and approximately milepost 144.9 (Missouri Flat Road, Diamond Springs, CA), purchased from Southern Pacific Transportation Company by the JPA, including all improvements thereto, whether now existing or hereafter constructed.

1.11 The term "Railroad Facilities" is defined as all tracks and other railroad property and fixtures, including rail, ties, switches, ballast, trackbeds, bridges, trestles, retaining walls, culverts, railroad signs, switch mechanisms, signals, grade crossings, active and passive grade crossing warning devices and other appurtenances located on the Rail Corridor.

1.12 The term "P&SVRR" is defined in the introductory paragraphs of this Agreement and includes its directors, officers, employees, agents, parents, subsidiaries, affiliates, commonly controlled entities, any other related persons and entities, and all others acting under its or their authority.

1.13 The term "Excursion Service" is defined as the transportation of tourists by rail. Excursion Service does not include regularly-scheduled passenger transit or commuter service.

2. JPA Grants Rights

2.1. Excursion Service. The JPA grants P&SVRR the right to provide Excursion Service on the License Property, subject to the following conditions:

2.1.1. P&SVRR shall conduct its operations in accordance with the Excursion Service Operating Plan set forth in Exhibit A, attached hereto and incorporated herein.

2.1.2. Operating hours will be limited to weekends and holidays only.

2.1.3. P&SVRR may schedule special events outside of the operating hours defined in Section 2.1.2 and the Operating Segments defined in Exhibit A, subject to prior written approval of the City of Folsom, County of Sacramento, or County of El Dorado, as applicable.

2.1.4. P&SVRR will permit passengers to disembark only at stops approved by the JPA or a member agency in writing, or in the case of emergency.

2.1.5. All Excursion Service operations and other activities permitted under this Agreement will be performed in compliance with applicable Law. Without limiting the generality of the foregoing, P&SVRR may not, in performing such Excursion Service, exceed the maximum speeds authorized by

applicable Law for the existing track conditions or transport rail cars exceeding the applicable track and bridge weight limits.

2.1.6. P&SVRR will obtain and maintain all permits, licenses or other authorizations required from any municipal, county, state or federal authorities required in connection with the construction, maintenance, or repair of the License Property and the operation of the Excursion Service.

2.1.7. The portion of the License Property situated between milepost 111 (Folsom Wye, Folsom, CA) and milepost 116 (Iron Point Road Crossing, Folsom, CA) will be used only for movement of equipment and supplies and not for Excursion Service operations, except for special events authorized in writing by the City of Folsom as noted in Exhibit A attached.

2.1.8. P&SVRR will comply with any other operating rules deemed necessary or advisable by the JPA from time to time. In the event of any conflict between operating rules issued by the JPA and operating rules issued by a member agency, the operating rules issued by the member agency shall control.

2.2. Other Third-Party Licenses.

2.2.1. Third-Party Licenses. The JPA reserves the right to grant additional licenses over the License Property and the Railroad Facilities, provided that the JPA determines that any such licenses: (a) do not materially compete or conflict with P&SVRR's Excursion Service license to the extent of any regular Excursion Service operations, or special Excursion Service events, set forth in the Excursion Services Operating Plan defined in Exhibit A attached herein, (b) require the licensee to pay a reasonable share of P&SVRR's costs to provide dispatching, and to maintain and repair the portion of the License Property and Railroad Facilities used by the licensee, and (c) require the licensee to (i) provide insurance and (ii) indemnify and hold harmless P&SVRR and the JPA as to any Loss arising out of or related to licensee's operations. The JPA will consult with P&SVRR to determine the cost of dispatching services and a good faith apportionment of maintenance and repair costs for the portion of the License Property and Railroad Facilities used by the licensee.

2.2.1.1. P&SVRR will provide dispatching services as necessary to facilitate the activity of any third-party licensee and to ensure the safety thereof.

2.2.1.2. For purposes of Section 2.2.1(a), the term "materially compete or conflict" applies only to Excursion Service operations previously approved hereunder and not to P&SVRR's maintenance or repair activities, the scheduling of which shall be subordinate to events authorized under any third-party license granted by the JPA.

2.2.1.3. The JPA or its designee will have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to P&SVRR's costs, including any Records in the possession of any subcontractors, for the purpose of monitoring, auditing, or otherwise verifying said costs. P&SVRR will provide the JPA or its designees with any Records requested for this purpose and will permit the JPA or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of inspecting and copying such Records. P&SVRR further agrees to maintain such Records for a period of three years. The JPA acknowledges and agrees that these Records constitute P&SVRR's confidential information and will not be disclosed to any third-party without P&SVRR's prior written approval, except as otherwise required by applicable Law.

2.2.1.4. P&SVRR will reasonably cooperate with any third party holding rights to use the Rail Corridor.

2.3. Investigation. P&SVRR hereby acknowledges that (a) it has satisfied itself at the time of this Agreement with respect to the condition of the License Property and Railroad Facilities and their suitability for P&SVRR's intended use; (b) it has made such investigations as it deems necessary with respect to the License Property and Railroad Facilities, as they exist at the time of this Agreement, and assumes responsibility therefor as to its occupancy and use thereof; and (c) neither the JPA nor any of the JPA's agents has made any oral or written representations or warranties with respect to the License Property or Railroad Facilities.

2.4. As-Is, Where-Is. P&SVRR will take the License Property in an "as-is, where-is" condition and without any express or implied warranties, including, but not limited to, any warranties of merchantability, fitness for a particular purpose or volume or quality of traffic on the License Property, and subject to: (i) encroachments or other existing conditions, (ii) all existing ways, alleys, privileges, rights, appurtenances and servitudes, howsoever created, and (iii) the JPA's rights hereunder.

2.5. Release. P&SVRR, for itself, its successors and assigns, to the maximum extent permitted by Law, hereby waives, releases, remises, acquits and forever discharges the JPA, its officers, employees, agents, successors and assigns, from any Loss in any way arising out of, or connected with, the known or unknown, existing or future physical or environmental condition of the License Property and Railroad Facilities (including any Hazardous Materials contamination in, on, under, or adjacent to, the License Property, or any clearance constraints on the License Property), or any federal, state, or local Law, ordinance, rule or regulation applicable thereto.

2.5.1. P&SVRR hereby grants to JPA, on behalf of any insurer providing property, general liability, or automobile liability insurance to either P&SVRR or JPA with respect to the operations of P&SVRR, a waiver of any right to

subrogation which any such insurer of P&SVRR may acquire against JPA by virtue of the payment of any loss under such insurance.

2.6. The rights granted by the JPA under this Agreement are subject to all existing licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title that may affect the Rail Corridor and the word "grant" as used herein will not be construed as a covenant against the existence of any thereof.

3. Limitation and Subordination of Rights Granted

3.1. JPA's Use of Rail Corridor. The foregoing granted rights are subject and subordinate to the JPA's prior and continuing right to use and maintain the Rail Corridor for any purpose that is not inconsistent with this Agreement. Without limiting the generality of the foregoing, the JPA may construct, maintain, repair, renew, use, operate, change, modify or relocate public projects of any kind, railroad tracks, signals, communication equipment, fiber optics, pipelines, or other facilities upon, along, or across any or all of the Rail Corridor and License Property, all or any of which the JPA may freely do at any time or times without liability to P&SVRR for compensation or damages, provided the JPA does not materially interfere with P&SVRR's rights and operations under this Agreement. The JPA will, to the extent possible, notify P&SVRR as soon as practicable of any such planned or actual interference and take reasonably practicable measures to minimize any such interference. P&SVRR shall reasonably cooperate with the JPA in implementing the foregoing uses of the Rail Corridor. Notwithstanding the foregoing, the JPA reserves the right to terminate this Agreement pursuant to the provisions of Section 7, below.

3.2. JPA's Inspection Access; Access for Maintenance. The JPA may, as reasonable and as coordinated in advance with P&SVRR, (i) inspect the License Property and the Railroad Facilities, including any rail-yard or maintenance facility used in connection with Excursion Service, and (ii) access the License Property and Railroad Facilities (including access with JPA or third party rail vehicles) as necessary to maintain areas of the Rail Corridor outside of the License Property that are not otherwise reasonably accessible.

3.3. Future At-Grade Crossings; Improvements to Existing Crossings. The parties acknowledge that local governments may desire to create or improve at-grade public crossings of the License Property. P&SVRR will, at no cost or expense to itself, cooperate with the efforts of any applicable local governments to secure PUC approval of such crossings; provided, however, that P&SVRR shall be entitled to raise any reasonable safety concerns related to such crossings. P&SVRR will also cooperate with the construction of crossing improvements, as necessary.

4. Maintenance and Operation of Railroad Facilities

4.1. Maintenance of License Property and Railroad Facilities.

4.1.1. License Property and Railroad Facilities. P&SVRR, at its expense, will keep the License Property and Railroad Facilities in good repair and in a good and safe condition in conformity with applicable Law (including, without limitation, 49 CFR Part 213 – Track Safety Standards), any standard and permits required by the member agencies, and approved operating plans. P&SVRR is not obligated to maintain or repair the Rail Corridor outside of the License Property for other uses or purposes, including without limitation bike trails, hiking trails, or other recreational activities. P&SVRR acknowledges and agrees that areas outside of the License Property are used for other recreational activities and that use of the License Property by P&SVRR will not obstruct or interfere with such recreational use.

4.1.2. Crossings. In addition to the foregoing, for each crossing located within any Operating Segment, P&SVRR will maintain the surface of such crossing in accordance with CPUC General Order No. 72-B.VI (*Rail Joints in Crossing Area*), VII (*Maintenance of Crossing in Track Area*) and, to the extent reasonably within P&SVRR's control, X (*Surface of Crossings*). If unsafe conditions or disrepair are noted in any public road crossings, the JPA and its member agencies reserve the right to perform any maintenance or repair they deem necessary within the envelope of P&SVRR's maintenance responsibility set forth in the preceding sentence.

4.1.3. Optional Maintenance outside of License Property. P&SVRR may, at its option and only subject to a request approved by the applicable member agency, enter portions of the Rail Corridor outside the License Property that is located within the requesting member agency's jurisdiction to collect trash, maintain drainage, abate weeds or graffiti, clear fallen trees and branches, or address other conditions, as necessary to ensure the safety of P&SVRR's operations. The JPA grants P&SVRR a license to enter all portions of the Rail Corridor as necessary to perform such work; P&SVRR will repair any damage caused as the result of P&SVRR's performance of any such maintenance and shall perform the work in compliance with any standards and permits required by the member agencies.

4.1.4. Scope of Maintenance. For purposes of this Section 4.1, the maintenance and repairs to be performed by P&SVRR include, as required by applicable Law, (a) inspections, testing, track profiling, adjustments, lubricating, welding, re-spiking surfacing, tamping, and any other tasks constituting customary and routine maintenance of track structures; (b) repair, renewal, replacement, or other customary and routine work required to ensure the safety of Railroad Facilities, including maintenance of track to at least Class 1 standards where required by Law, and compliance with any applicable

bridge safety management program regulations that may be promulgated by the Secretary of Transportation pursuant to Public Law 110-432, Section 417, including the regulations set forth in 49 CFR Part 237; (c) drainage management; and (d) compliance with all mandated reporting. The JPA will have no responsibility to maintain the trackage, structures, or any other Railroad Facilities. P&SVRR shall contract with a qualified track inspector reasonably acceptable to the JPA to perform an inspection of the trackage, structures and Railroad Facilities in the then-current Operating Segment at least annually. P&SVRR shall deliver the inspection reports to the JPA promptly after receipt thereof by P&SVRR. All such inspection reports shall be public information.

4.1.5. Notice of Assignment. Concurrently with the execution of this Agreement, both parties will execute and deliver to the FRA a written notice of the assignment of track inspection and maintenance responsibilities, and bridge safety management responsibilities, to P&SVRR in accordance with 49 CFR § 213.5(c) and 49 CFR § 237.3. The notice of assignment will attach a copy of this Agreement.

4.1.6. Release from Liability. P&SVRR, for itself, its successors and assigns, to the maximum extent permitted by Law, hereby waives, releases, remises, acquits and forever discharges the JPA, its officers, employees, agents, successors and assigns, from any Loss in any way arising out of, or connected with, existing or future (i) design flaws of public improvements, whether outside the License Property or within, or (ii) failure of JPA or its member agencies to maintain areas outside of the License Property. P&SVRR's exclusive remedy for any such Loss will be to abandon Excursion Operations as set forth in Section 7.4.

4.2. Ownership of Track Materials. All track materials installed by P&SVRR as part of the Railroad Facilities will be of equal or better quality than those track materials existing at the time of execution of this Agreement and will become the JPA's property. All materials removed by P&SVRR from the Railroad Facilities and replaced as part of maintenance, repairs, or capital improvements will become the property of P&SVRR, except for iron and hardware items such as rail, plates, switch signals, spikes and items of historical or archeological interest, which shall remain the property of the JPA. P&SVRR will not, without the prior written approval of JPA, remove track materials or other improvements from the Rail Corridor unless they are replaced as provided in this section. P&SVRR will keep a written record of track materials and other improvements removed from, or installed upon, the Rail Corridor and will provide an updated copy of the record to the JPA on an annual basis.

4.3. Clearing of Obstructions, Derailments, and Wrecks. P&SVRR will as soon as practicable clear any obstructions, derailments, and wrecks of railroad equipment or Railroad Facilities.

4.3.1. To the extent that any such obstruction, derailment, or wreck damages the Rail Corridor, P&SVRR will as soon as practicable restore the Rail Corridor to the condition it was in prior to the obstruction, derailment, or wreck.

4.3.2. If P&SVRR fails to comply with the provisions of this section, the JPA may perform the required action and charge P&SVRR the reasonable cost thereof.

4.4. Responsibility for Repair or Replacement.

4.4.1. Damage Caused by P&SVRR Operations. Except as otherwise set forth in this Agreement, P&SVRR will be responsible to repair or replace any damage to the License Property or Railroad Facilities caused by, or related to, P&SVRR's operations.

4.4.2. Damage Caused by Acts of God or Other Factors beyond P&SVRR's Control. If any portion of the License Property or the Railroad Facilities are damaged or destroyed by flood, fire, civil disturbance, earthquake, earth movement, storm, sabotage, act of God, terrorism, accident or any other event beyond P&SVRR's reasonable control, including damage or destruction caused by third parties, even if said damage or destruction originates outside of the License Property, then P&SVRR may, but will not be required to, at no cost or expense to the JPA, (a) repair, or cause to be repaired, the damaged or destroyed portion of the Railroad Facilities; (b) replace, or cause to be replaced, such portion of the License Property or the Railroad Facilities; or (c) seek to abandon its Excursion Service and rights under this Agreement over all or such portion of the Rail Corridor as P&SVRR deems appropriate, as set forth in Section 7.4.

5. Construction, Relocation, or Removal of Railroad Facilities

5.1. By the JPA.

5.1.1. The license herein granted is subject to the JPA's needs and requirements to improve and use the Rail Corridor. Subject to P&SVRR's rights under this Agreement, the JPA, at its sole cost and expense, may add to any portion of the Railroad Facilities, or change or relocate them to new locations as reasonably designated by the JPA, whenever, in the furtherance of the JPA's needs and requirements, the JPA finds such action to be necessary.

5.1.2. All such work performed, and any installation of Railroad Facilities, will be in conformance with all applicable Laws. If the JPA relocates any portion of the tracks, the centerline of the License Property will, upon completion of the relocation work, be deemed to have been modified to coincide with the centerline of the realigned tracks.

5.2. By P&SVRR. P&SVRR may, at its cost and expense, modify or improve the License Property and Railroad Facilities as needed to accommodate its Excursion Service; provided, however, that P&SVRR first obtains the written approval of both the JPA and the member agency where the License Property is located of P&SVRR's plans for such modifications and improvements, which approval may be granted or withheld in the member agency and the JPA's sole and absolute discretion. P&SVRR's modification or improvement of the License Property and Railroad Facilities may not interfere with or impede any existing or future public use of the Rail Corridor that the JPA may authorize. P&SVRR may, upon the termination of this Agreement or upon the abandonment of any applicable section of the License Property or portion of the Railroad Facilities, remove any modifications or improvements to such License Property or Railroad Facilities that were paid for by P&SVRR, that do not constitute any repair or replacement to such License Property or Railroad Facilities, and that have not become fixtures to such License Property or Railroad Facilities.

5.3. The terms, conditions, and stipulations expressed in this Agreement as to the License Property and Railroad Facilities will apply to the License Property and Railroad Facilities as they may at any time be expanded, added to, modified, changed, or relocated in accordance with this Section 5.

6. **License Fees.** Beginning on the commencement date of this Agreement and annually on January 1 each year thereafter, P&SVRR will pay JPA the sum of One Hundred Dollars ($100.00) as a fee for the licenses granted hereunder.

7. **Term and Termination**

7.1. Term. This Agreement will become effective when fully executed and delivered by the parties and will continue in full force and effect until December 31, 2031, unless otherwise terminated as provided herein. Prior to the expiration of the term, the JPA will evaluate the Excursion Service operated by P&SVRR and consider an extension of the term hereof. Such determination will be made in the JPA's sole and absolute discretion.

7.2. JPA Suspension or Termination for Default.

7.2.1.1. Suspension. If the JPA determines in good faith that Excursion Service or other P&SVRR operations under this Agreement are being performed in an unsafe manner, the JPA may suspend all operations under this Agreement with immediate effect until all safety issues are corrected to JPA's satisfaction. JPA will have no liability or obligation to P&SVRR by reason of any such suspension.

7.2.1.2. Termination. If (i) P&SVRR does not substantially comply with the Operating Plan defined in Exhibit A, or the Operational Goals defined in Exhibit B, or (ii) P&SVRR remains in default in its performance of any covenant or Agreement contained herein for a period of 60 days after written

notice from the JPA to P&SVRR specifying such default, the JPA may, at its option, terminate this Agreement by written notice; provided however, that if such default cannot reasonably be cured within 60 days after such notice, the JPA may not terminate this Agreement provided that P&SVRR begins to cure the default within the 60-day notice period and proceeds diligently to complete such cure. JPA will have no liability or obligation to P&SVRR by reason of any termination for default.

7.3. JPA Termination for Other Reasons.

7.3.1. Rail Banking; Reactivation of Freight Service. The Rail Corridor was rail banked under the federal Rails to Trails concurrently with its acquisition by the JPA in 1996. Accordingly, the Rail Corridor and this Agreement are subject to potential reactivation of freight rail service. In the event an authorized freight rail operator reactivates freight service on the Rail Corridor, JPA and P&SVRR will consult and cooperate with one another in regard to the impacts and effects thereof. If this Agreement is terminated as to all or a portion of the License Property due to the reactivation of freight rail service, or if P&SVRR's rights are materially adversely affected as a result thereof, JPA will pay to P&SVRR any amounts JPA receives from freight operator on account of the unamortized cost associated with (A) any improvements made to the License Property by P&SVRR, or (B) deferred maintenance performed by P&SVRR to make the License Property operable for Excursion Service. Apart from the foregoing, JPA will have no liability or obligation to P&SVRR by reason of the reactivation of freight rail service.

7.3.2 Partial Termination for White Rock Road Realignment Project. The Capital Southeast Connector Joint Powers Authority (the "Connector Authority") and its member agencies intend to realign White Rock Road and improve its crossing with the Rail Corridor as part of a major regional connector parkway. Upon receipt of notice from the Connector Authority that it will require access to the Rail Corridor within six (6) months in connection with the White Rock Road crossing project, the JPA may, by giving sixty (60) days' written notice to P&SVRR, (a) temporarily prohibit use of the portions of the License Property as reasonably necessary to prevent conflict with the Connector Authority's White Rock Road crossing project, and (b) terminate this Agreement with respect to areas of the License Property south and east of a point that is 100 feet north of the northern edge of the realigned White Rock Road crossing. JPA will have no liability or obligation to P&SVRR by reason of any such actions in connection with the White Rock Road crossing project.

7.3.3. Termination for Other Public Project. The parties acknowledge that the Rail Corridor is a publicly-owned right-of-way that may be required for other public needs in the future and that the JPA's member agencies have certain rights to use the Rail Corridor, including the License Property, under the

Reciprocal Use and Funding Agreement among the JPA and its member agencies. Accordingly, the JPA reserves the right to terminate this Agreement with respect to all or a portion of the License Property for any public use that is incompatible with P&SVRR's continued operation (as determined by the JPA) under this Agreement. Such termination will be effective no earlier than 12 months following JPA's written notice to P&SVRR. The term "public use" does not include widening the trail or other recreational facilities that JPA's member agencies may desire to construct along the Rail Corridor.

7.3.3.1. If JPA terminates this Agreement under this Section 7.3.3 with respect to all or any portion of the License Property prior to the expiration hereof, JPA or its member agencies will compensate P&SVRR for the unamortized cost associated with (i) any improvements made to the License Property by P&SVRR, (ii) deferred maintenance performed by P&SVRR to make the License Property operable for Excursion Service and (iii) any rolling stock purchased by P&SVRR for P&SVRR's Excursion Service operations following execution of this Agreement, provided that all of the foregoing will belong to JPA upon termination of the Lease. JPA may review P&SVRR's records to substantiate such costs pursuant to Section 2.2.1.3. Apart from the foregoing, JPA will have no liability or obligation to P&SVRR by reason of such termination. In particular, the parties acknowledge and agree that this Agreement and P&SVRR's Excursion Service operations are for the public benefit and/or education, and not for personal profit. Accordingly, this Agreement and any goodwill from P&SVRR's operations will be deemed to have no value in the event of any such termination.

7.3.3.2. The provisions of this Section 7.3.3 apply only to a termination for a public project other than the White Rock Road crossing project (discussed in Section 7.3.2, above) and are not applicable to a termination for default or a partial termination in connection with the White Rock Road crossing project.

7.4. Abandonment of License Rights. P&SVRR may at any time, in its sole and absolute discretion, immediately and without any liability to the JPA, abandon its Excursion Service and terminate this Agreement upon delivery of written notice thereof to the JPA.

7.5. All obligations incurred by the parties prior to the termination of this Agreement will be preserved until satisfied.

7.6. Upon the effective date of termination of this Agreement, P&SVRR will, if so requested by the JPA, execute any documents reasonably necessary to evidence such termination and to effectuate the purpose and intent of this Agreement.

8. **Insurance**. P&SVRR will obtain the insurance set forth below, to be kept in force during the life of this Agreement. All insurance policies must be written by a reputable insurance company reasonably acceptable to the JPA, or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in California.

8.1. P&SVRR Insurance: P&SVRR will, at its own cost and expense, provide and procure Commercial General Liability ("CGL") and, as applicable, Workman's Compensation or Federal Employer's Liability Act ("FELA"), insurance.

8.1.1. The CGL insurance policy providing bodily injury, including death, personal injury and property damage coverage will have a limit of not less than $1 million each occurrence and $2 million in the aggregate. The deductible or self-insured retention may not exceed $10,000. The parties acknowledge that the prudent level of insurance required for rail operations will change throughout the term of this Agreement. The JPA reserves the right to require that P&SVRR raise its coverage limits to a level that conforms to the level of insurance commonly provided to short line and regional railroads with operations similar to those of P&SVRR on the License Property.

8.1.2. The CGL insurance policy must be written on a form at least as broad as ISO Occurrence Form CG 0001. This insurance will contain broad form contractual liability covering the indemnity provisions contained in this Agreement, coverage for railroad operations, and coverage for construction or demolition work on or near railroad tracks. Prior to the execution of this Agreement, P&SVRR will provide the JPA with a certificate of insurance on a standard ACORD form, or other form reasonably acceptable to the JPA, substantiating the required coverages and limits set forth herein. Upon request by the JPA, P&SVRR will immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.

8.1.3. The CGL insurance policy must include the JPA and each of its member agencies as "additional insureds" (using ISO Additional Insured Endorsement CG 20 26 or a substitute form reasonably acceptable to the JPA providing reasonably equivalent coverage).

8.1.4. Required Provisions: The CGL insurance policy will contain, or be endorsed to contain, the following provisions:

8.1.4.1. For any claims related to this Agreement, P&SVRR's insurance coverage will be primary insurance as respects the JPA, its member

agencies, and their respective directors, officers, employees, and agents and any insurance or self-insurance maintained by any of them will be in excess of P&SVRR's insurance and will not contribute to it.

8.1.4.2. Any failure by P&SVRR to comply with reporting or other provisions of the policies, including breaches of warranties, will not affect coverage provided to the JPA, its directors, officers, employees, or agents.

8.1.4.3. P&SVRR's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

8.1.4.4. Any exclusion for actions within 50 feet of a railroad shall be removed.

8.1.4.5. Each insurance policy required by this Agreement will be endorsed to state that coverage will not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the JPA.

8.1.5. Workers' Compensation or FELA insurance will cover any statutory liability as determined to be applicable by the compensation Laws of the State of California or FELA, as applicable, with a limit of at least $1 million.

8.1.6. The fact that insurance is obtained by P&SVRR or by the JPA on behalf of P&SVRR will not be deemed to release or diminish P&SVRR's liability, including liability under the indemnity provisions of this Agreement. Damages recoverable by the JPA from P&SVRR or any third party will not be limited by the amount of the required insurance coverage.

9. **Project Managers; Notices**. The JPA's project manager for this Agreement is its Chief Executive Officer, unless the JPA otherwise informs P&SVRR in writing. P&SVRR's project manager for this Agreement is its President, unless P&SVRR otherwise informs the JPA in writing. Each party to this Agreement may rely on the authority of the other party's designated project manager to take any action, or execute any notice or agreement, in connection with this Agreement. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail, or, if receipt thereof is acknowledged by the recipient, by facsimile or e-mail. The parties' addresses are as follows:

If to P&SVRR:

Jim Harville, President
Placerville & Sacramento Valley Railroad, Inc.
705 Sibley Street,
Folsom CA 95630
Telephone: 916-708-7368
E-mail: president@psvrr.org

If to JPA: SPTCA-JPA Chief Executive Officer
c/o City of Folsom Public Works Department
50 Natoma Street
Folsom, CA 95630

10. **Claims and Liens for Labor and Material.** P&SVRR agrees to pay in full for all materials joined or affixed to the Rail Corridor, to pay in full all persons who perform labor upon the Rail Corridor, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Rail Corridor, as to any work done or materials furnished thereon by P&SVRR or at P&SVRR's request. P&SVRR will indemnify, hold harmless and defend JPA (with counsel reasonably acceptable to JPA) against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed or materials furnished.

11. **Property Taxes.** P&SVRR will assume, bear, and pay all property and other taxes and assessments of whatsoever nature or kind (whether general, local, or special) levied or assessed upon or against any License Property or Railroad Facilities, including possessory interest taxes under California Revenue and Taxation Code section 107 *et seq.*, unless applicable Law otherwise excuses payment of taxes due to P&SVRR's nonprofit status or the JPA's ownership of the Rail Corridor, the License Property, or the Railroad Facilities.

12. **Indemnity.** P&SVRR will indemnify, defend and hold harmless the JPA from any Loss which is due to or arises from: (a) P&SVRR's operation, maintenance, repair, or use of the License Property, Railroad Facilities, any appurtenances thereto, or any part thereof; (b) P&SVRR's provision of Excursion Service; or (c) P&SVRR's failure to comply with or perform any of the terms and conditions set forth in this Agreement; except to the extent that the Loss is caused by the sole negligence or willful misconduct of the JPA, its officers, agents, or employees. The provisions of this section will survive the termination or expiration of the term of this Agreement.

13. **Removal of P&SVRR Equipment, Personnel, and Property upon Termination of Agreement**. Prior to, or upon, the termination of this Agreement, P&SVRR will, at its sole expense, remove its equipment, personnel, and other property from the License Property and Railroad Facilities and will restore, to the JPA's reasonable satisfaction, such portions of the License Property and Railroad Facilities used by P&SVRR to as good a condition as they were in at the beginning of this Agreement, excepting normal wear and tear. If P&SVRR fails to do the foregoing, the JPA may do such work at the cost and expense of P&SVRR. P&SVRR may not remove any property, including the Railroad Facilities, that is or becomes the property of the JPA under this Agreement.

14. **Hazardous Substances and Wastes**

14.1. P&SVRR will not be liable or responsible for any Hazardous Materials present on, in, or under the Rail Corridor, or other problems relating to the Rail Corridor, prior

to the effective date of this Agreement, except to the extent P&SVRR's activities exacerbate the contamination of any such pre-existing Hazardous Materials.

14.2. P&SVRR will comply with all applicable Laws in its occupancy, operation, and maintenance of the License Property and Railroad Facilities. Without first obtaining the JPA's written permission (which may be withheld in the JPA's sole and absolute discretion), P&SVRR will not treat or dispose of Hazardous Materials on the License Property or Railroad Facilities. P&SVRR will not release any Hazardous Materials on or at the License Property or Railroad Facilities, including through any drainage or sewer systems. P&SVRR assumes all responsibility for the investigation and cleanup of any such release or exacerbation by P&SVRR and will indemnify, defend, and hold harmless the JPA and its property, its officers, agents, and employees, for all costs, including reasonable environmental consultant and reasonable attorneys' fees, and claims resulting from or associated with any such release or exacerbation by P&SVRR. P&SVRR will assume all responsibility for and will indemnify, defend, and hold harmless JPA against all costs and claims associated with a release or leak of Hazardous Materials, or exacerbation of pre-existing Hazardous Materials, occurring during the term of this Agreement, and related to P&SVRR's use of the License Property or Railroad Facilities, unless such event was caused by the sole negligence or willful misconduct of the JPA, its officers, employees, or agents.

14.3. P&SVRR will not install any above-ground or underground storage tanks without the JPA's prior written consent, which consent may be granted or withheld in JPA's sole and absolute discretion. If such consent is granted, P&SVRR will obtain any necessary permits, notify the proper authorities, and provide the JPA with copies of any such permits and notifications. P&SVRR will assume all responsibility for and will indemnify, defend, and hold harmless the JPA against all costs and claims associated with a release or leak of the contents of any such tank occurring during the term of this Agreement, unless such event was caused by the sole negligence or willful misconduct of the JPA, its officers, employees, or agents.

14.4. If P&SVRR knows, or has reasonable cause to believe, that any Hazardous Materials have come to be located under or about the License Property or Railroad Facilities, other than as specifically provided herein or as previously consented to in writing by the JPA, P&SVRR will immediately give the JPA written notice thereof, together with a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action, or proceeding given to or received from any governmental authority or private party concerning the presence, spill, release, discharge of, or exposure to, such Hazardous Materials.

14.5. This Section 14 will survive the termination or expiration of the term of this Agreement.

15. **Waivers**. The failure of either party hereto to enforce any of the provisions of this Agreement, or to enforce any right or option which is herein provided, will in no way be construed to be a waiver of such provision(s) as to the future, nor in any way to affect the

validity of this Agreement or any part hereof, or the right of either party to thereafter enforce each and every such provision and to exercise any such right or option. No waiver of any breach of this Agreement will be held to be a waiver of any other or subsequent breach.

16. **Consent**. Unless expressly provided to the contrary elsewhere in this Agreement, whenever the consent, approval, judgment, or determination (collectively, "consent") of a party is required or permitted under this Agreement, the consenting party will exercise good faith and reasonable judgment in granting or withholding such consent. No party may unreasonably withhold or delay its consent; consent will be deemed to have been withheld if a party fails to consent to the other party within 30 days of having been given written notice of the other party's intention to take any action as to which consent is required or permitted.

17. **Entire Agreement**. This document, and the exhibits attached hereto, constitute the entire agreement between the parties, all oral agreements being merged herein, and supersedes all prior representations, agreements, arrangements, understandings, or undertakings, whether oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed herein.

18. **Modification to Agreement**. The provisions of this Agreement may be modified at any time by agreement of the parties hereto, provided such modification is in writing and signed by all parties to this Agreement. Any agreement made after the date of this Agreement and related to the subject matter contained herein will be ineffective to modify this Agreement in any respect unless in writing and signed.

19. **No Assignment Absent Consent.** P&SVRR will not assign this Agreement, in whole or in part, or any rights herein granted, without the JPA's prior written consent, which may be granted or withheld in its sole and absolute discretion.

20. **Successors and Assigns**. Subject to the provisions of Section 19, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

21. **Venue and Choice of Law**

    21.1. Any and all disputes, controversies, or claims arising out of, relating to, or in connection with this Agreement will be instituted and maintained in a competent court in Sacramento County, California and the parties hereby consent to the jurisdiction of any such court and to service of process by any means authorized under California Law.

    21.2. This Agreement will be governed, construed, and enforced in accordance with the Laws of the State of California, without reference to its conflicts of laws provisions. The prevailing party in any claim or action arising out of or connected with this Agreement will be entitled to recover all reasonable attorneys' fees and related costs, in addition to any other relief that may be awarded by any court or other tribunal of competent jurisdiction.

22. **Acts of God and Other Disruptions of Service**. Neither party will be deemed to be in default of this Agreement if any failure to meet any condition or to perform any obligation or provision hereof is caused by, a result of, or due to strikes, insurrections, acts of God, or any other causes beyond the party's control; provided, however, that performance will only be excused for as long as the disruption persists.

23. **Miscellaneous**

23.1. In the event that any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portions hereof will remain in full force and effect and any invalid or unenforceable provisions will be enforced to the maximum extent possible so as to effect the intent of the parties and will be reformed to the extent necessary to make such provisions valid and enforceable. Without limiting the generality of the foregoing, if the requirement in Section 4.1.4 that P&SVRR comply with applicable bridge safety management program regulations (under Public Law 110-432, Section 417) is held to be a non-delegable duty of the JPA, the JPA may, at its option, (i) undertake this obligation and charge P&SVRR for the cost thereof, or (ii) terminate this Agreement.

23.2. Each party has participated in negotiating and drafting this Agreement so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of this Agreement.

23.3. Each party acknowledges that the officer executing this Agreement has the authority to enter into this Agreement on behalf of the party and in so doing is authorized to bind the party on whose behalf he is signing, to the terms and conditions of this Agreement.

23.4. This Agreement may be executed in one or more counterparts and by facsimile signature, each of which will be deemed an original, but all of which together constitute one and the same instrument.

Signatures on the next page.

In witness whereof, the parties hereto have caused this Agreement to be executed as of the date first herein written.

SACRAMENTO-PLACERVILLE
TRANSPORTATION JOINT POWERS
AUTHORITY, a joint powers agency

By:_____
Vickie Sanders, CEO

Approved as to legal form:

By:_____
Paul Chrisman,
Legal Counsel

PLACERVILLE & SACRAMENTO
VALLEY RAILROAD, INC.,
a California nonprofit public benefit corporation

By:_____
James M. Harville, President

By:_____
Marcus Ferrill, Secretary

LICENSE AGREEMENT
FOR
EXCURSION RAIL OPERATIONS

EXHIBIT A

EXCURSION SERVICE OPERATING PLAN

Useful Definitions:

'Maintenance-of-Way (MoW)' is the repair and maintenance of railroad infrastructure.

'Milepost (MP)' A wayfinding fixture on most railroads. The SPTC uses the historic Southern Pacific Railroad numbers, which denote the rail miles from One Market Street, San Francisco.

'Motorcars' are defined as smaller vehicles not restricted by weight from the right-of-way in its current condition. Typically former Maintenance-of-Way vehicles, these include the Weyerhauser 'Skagit' Motorcar #30 and similar pieces of equipment, and can be as small as a 2 seat inspection car.

'Trains' are defined as standard railroad equipment, including but not limited to locomotives, passenger coaches and freight cars (either converted to passenger service or used for Maintenance-of-Way). This equipment typically requires a slightly higher track maintenance standard for passenger service.

'Xing' Shorthand for an at-grade railroad crossing of a public or private road or trail.

Important Locations and their Abbreviations:

Location	Abbreviation	Milepost
Folsom Junction/Wye	FJ	111.2
East Bidwell Street Xing	EB	113.7
Willow Springs Station	WS	113.7
Oak Ave Parkway Xing	OP	114.4
Iron Point Road Xing	IP	116.0
Hampton Station	HS	116.4
White Rock Road Xing	WR	118.0
County Line	CL	119.4
Wetzel-Oviate Spur	WO	120.4
Deer Creek Xing	DC	122.5
Latrobe Road Xing	LR	126.1
Latrobe Whistestop	LW	126.4

Operating Segments:

Segment No.	From Milepost	To Milepost	Approved Operations
1	111.2 (FJ)	113.7 (EB)	Non-Revenue equipment moves/maintenance only
2	113.7 (EB)	114.4 (OA)	Revenue Operations (special events only – Sctn. 2.1.3)
3	114.4 (OA)	116.4 (HS)	Non-Revenue equipment moves/maintenance only
4	116.4 (HS)	119.4 (CL)	Revenue Operations (regularly scheduled service)
5	119.4 (CL)	126.4 (LW)	Revenue Operations (special events; light equipment/motorcars only – Sctn. 2.1.3)

Operating Schedule:

The anticipated operating tempo for this license term is between 40 and 60 days annually.

Regular revenue operations will be conducted on weekends in Segment 4, between Hampton Station (MP 116.4) and County Line (MP 119.4). These operations will be a mix of motorcar and/or train excursions, depending on the season, weather conditions, and customer demand. In addition to regular hourly excursions, Segment 4 may also be the venue for school field trips, occasional Dinner Trains, and select Holiday Trains. Hampton Station is also the site of our annual RailFest celebration.

A variety of events will also be held in Segment 2 (MP 113.7-MP 114.4), under the special events clause of the license agreement (Sctn. 2.1.3), and are approved using the City of Folsom's Special Event process. Typical of these are popular programs such as our Mother's Day Brunch, Pumpkin Patch Flyer, and Santa's Whistlestop Adventure.

Events within Segment 5 (MP 119.4-126.4) are also governed under Sctn. 2.1.3 of the license agreement, and a special event permit must be obtained for those events from the County of El Dorado. The departure point for these events might be Hampton Station, White Rock Station, or another location within El Dorado County previously approved by both the County of El Dorado and the JPA, per Sctn. 2.1.4 of the License Agreement. Excursions in this segment may include offerings such as the Deer Creek Flyer, Cothrin Comet, and Latrobe Breakfast Special.

Consistent with past approvals, P&SVRR requests the JPA and Member Agencies acknowledge and approve the following locations as established boarding points:

Willow Springs Whistlestop (MP 113.7 – Segment 2)
Oak Station (MP 114.4 – Segment 2)
Hampton Station (MP 116.4 – Segment 4)
White Rock Station (MP 118.0 – Segment 4)

Aerodrome Whistlestop (MP 119.3 – Segment 4)
Cothrin Station (MP 123.1 – Segment 5)
Latrobe Station (MP 126.1 – Segment 5)
Latrobe Whistlestop (MP 126.4 – Segment 5)

Capital Improvements:

P&SVRR has plans to complete the following capital improvement projects during this license term. The listed capital improvements may be performed by P&SVRR only with the written permission of the JPA and the respective member agencies:

- Install "run-around" sidings at Hampton Station and County Line
- Construct Hampton Station to City of Folsom standards

The following capital improvements may also be performed by P&SVRR if and only if they are authorized by the El Dorado County Board of Supervisors at any point during the term of this license agreement:

- Upgrade track and bridges to FRA Class 1 standard between County Line and Latrobe
- Repair Shingle Lime Mine Gap to allow equipment exchange with El Dorado Western RR
- Construct Latrobe Station to El Dorado County standards
- Install crossing gates, signs and markings at Latrobe Road crossing

The listed capital improvements may be performed by P&SVRR only with the written permission of the JPA, the respective member agencies, and the property owner:

- Conduct planning and design of a service/storage facility south of White Rock Road

Notwithstanding the foregoing, and due to the suspension of excursion service through the Folsom Plan Area (MP 116.5 – MP117.9), no Excursion Service of any kind shall be permitted on that portion of the License Property unless and until:

1. The JPA has received written confirmation from the Federal Railroad Administration (FRA) that the track through that portion of the License Property meets current FRA Class 1 standards, and specifically that the defects identified in the FRA Inspection Report, dated April 16, 2021, have been corrected and Excursion Service on that section is cleared to resume.

2. The JPA has received written confirmation from the California Public Utilities Commission (CPUC) that (a) the track through that portion of the License Property meets current FRA Class 1 standards, (b) the defects identified in the CPUC Railroad Safety Inspection Report, dated April 22, 2021, have been corrected and (c) all road crossings in that portion of the License Property have adequate crossing protection, or that an

alternative arrangement for the protection of said crossings has been approved by the CPUC, the JPA, and City of Folsom. The JPA and/or the City of Folsom may, but shall not be required to, seek to cause crossing arms or other protection to be installed in said crossings at no cost to the JPA or the City of Folsom.

Both parties understand that CPUC approval of any alternative arrangement for such crossings is temporary in nature and that, for excursion service to continue in that portion of the License Property, the Type 9 Crossing Protection called for in the original CPUC approval needs to be installed in a timeframe acceptable to CPUC. If for any reason that timeframe cannot be met, the JPA and/or City of Folsom may suspend this License Agreement indefinitely under the provisions of Section 7.2.1.

Copies of both inspection reports have been attached to this Exhibit A on the following pages.

FRA/CPUC INSPECTION REPORTS

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION (FRA)

INSPECTION REPORT

OMB Approval No.: 2130-0509

Inspector's Name	Inspector's Signature	Inspector's ID No.	Report No.	Date yy	mm	dd
Pendleton, Timothy M.		68160	33	2021	04	16

Railroad/Company Name & Address	R/C	Division	RR/Co. Representative (Receipt Acknowledged)
PLACERVILLE AND SACRAMENTO VALLEY RR, INC. 50 Natoma Street Folsom CA 95630	R	SYSTEM	Name Mark Rackovan Title City Of Folsom Email mrackovan@folsom.ca.us Signature
	RR/Co. Code: PSVR	Subdivision: SYSTEM	

From: City	Codes	Destination City & County	Codes	From Latitude
FOLSOM	1300			
State CA	06	City FOLSOM	1300	From Longitude
County SACRAMENTO	C067	County SACRAMENTO	C067	To Latitude
Mile Post: From 0116.40 To 0119.40		Inspection Point WALK AND MOTOR CAR MAIN TRACK		To Longitude

Activity Code:	MTW	MTH									
Units:	1	2									
Sub Units:	0	0									

Item	Initials/Milepost	Equipment/Track #	Type/Kind	49 CFR/ USC	Defect	Subrule	Speed	Class	Train #/Site	SNFR*	RCL**	# of Occ.***	Activity Code
1	0116.55	M	M	213	0121	C1	10	1		N	N	1	MTW

Description
CENTER CRACKED OR BROKEN JOINT BAR (JOINTED TRACK).
Next to bike crossing

Seal Applied	Seal Removed	Hazard Class	UN/NA ID

Violation Recommended ☐ Yes ☑ No | Latitude: | Longitude:

Written Notification to FRA of Remedial Action is: ☐ Required ☑ Optional | Railroad Action Code | Date(mm/dd/yyyy): | Comments on back?

Item	Initials/Milepost	Equipment/Track #	Type/Kind	49 CFR/ USC	Defect	Subrule	Speed	Class	Train #/Site	SNFR*	RCL**	# of Occ.***	Activity Code
2	0116.70	M	M	213	0109	B2	10	1		N	N	1	MTW

Description
CROSSTIES NOT EFFECTIVELY DISTRIBUTED TO SUPPORT A 39-FOOT SEGMENT OF TRACK.

Seal Applied	Seal Removed	Hazard Class	UN/NA ID

Violation Recommended ☐ Yes ☑ No | Latitude: | Longitude:

Written Notification to FRA of Remedial Action is: ☐ Required ☑ Optional | Railroad Action Code | Date(mm/dd/yyyy): | Comments on back?

FORM FRA F 6180.96 (Revised 07/14) *SNFR-Special Notice for Repairs **RAILROAD/COMPANY COPY** **RCL-Remote Control Locomotive ***# of Occ.-Number of Occurrences

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION (FRA)

INSPECTION REPORT
(Continuation)

OMB Approval No.: 2130-0509

Inspector's ID No.	Report No.	Report Date
68160	33	4/16/2021

Item	Initials/Milepost	Equipment/Track #	Type/Kind	49 CFR/ USC	Defect	Subrule	Speed	Class	Train #/Site	SNFR*	RCL**	# of Occ.***	Activity Code
3	0116.80	M	M	213	0109	B3	10	1		N	N	1	MTW

Description
NO EFFECTIVE SUPPORT TIES WITHIN THE PRESCRIBED DISTANCE FROM A JOINT.
also a cluster of defective ties at this location.

Seal Applied	Seal Removed	Hazard Class	UN/NA ID

Violation Recommended	Latitude:	Longitude:
☐ Yes ☑ No		

Written Notification to FRA of Remedial Action is:	Railroad Action Code	Date(mm/dd/yyyy):	Comments on back?
☐ Required ☑ Optional			

Item	Initials/Milepost	Equipment/Track #	Type/Kind	49 CFR/ USC	Defect	Subrule	Speed	Class	Train #/Site	SNFR*	RCL**	# of Occ.***	Activity Code
4										N	N	0	

Description - [** Comment to Railroad/Company **]
Multiple locations for long stretches are without shoulder ballast due to construction work. As the weather warms up and PSVR resumes operations it will be important to dump ballast on all empty shoulder locations.

All new grade crossings appear to be in non compliance with FRA and CPUC standards and is currently under investigation.

Seal Applied	Seal Removed	Hazard Class	UN/NA ID

Violation Recommended	Latitude:	Longitude:
☐ Yes ☑ No		

Written Notification to FRA of Remedial Action is:	Railroad Action Code	Date(mm/dd/yyyy):	Comments on back?
☐ Required ☑ Optional			

FORM FRA F 6180.96 (Revised 07/14) *SNFR-Special Notice for Repairs

RAILROAD/COMPANY COPY

RCL-Remote Control Locomotive *# of Occ.-Number of Occurrences

CPUC Railroad Safety Inspection Report

California Public Utilities Commission
Railroad Operations and Safety Branch

Lead Inspector	Casey Cova	**Record ID**	GOIN 2021040032
Inspector Signature		**Inspection Date**	04/22/2021
Railroad Information			
RR/CO Rep. Name	Mark Rackovan	**Railroad ID**	RRSPJX
RR/CO Rep. Title	Chief Executive Officer, Sacramento-Placerville	**Railroad Name**	Sac-Placerville JPA
RR/CO Rep. Signature		**Address**	9451 ATKINSON STREET ROSEVILLE, 95747
Primary or Starting Location		**Secondary or Ending Location**	
City	Folsom	**City**	Folsom
County	Sacramento	**County**	Sacramento
Division or Line	Placerville	**Division or Line**	Placerville
Subdivision or Line		**Subdivision or Line**	
Milepost	116.50	**Milepost**	117.90

Inspection Notes

CPUC crossing inspectors Stewart and Cova performed a walking inspection between mp 116.5 and mp 117.9

Activity Code	118A	26D
Activity Units	3	3

Item	MP	Activity Code	Defect Code	Defect	# Occ.	Remedial Action	Citation Recommended
1	116.5	118A : INSPECTIONS ON WALKWAYS	104 : WALKWAY SLOPE IS EXCESSIVE, A GRADUAL SLOPE NOT TO EXCEED ONE INCH TO EIGHT INCHES	Yes	1	Yes	No

Track No. / Name / Crossing

Bike path road crossing

Description of Defects or Comments

Drain installed near tracks has created an excessive slope from tracks and road crossing in the walkway.

Item	MP	Activity Code	Defect Code	Defect	# Occ.	Remedial Action	Citation Recommended
2	117	118A : INSPECTIONS ON WALKWAYS	104 : WALKWAY SLOPE IS EXCESSIVE, A GRADUAL SLOPE NOT TO EXCEED ONE INCH TO EIGHT INCHES	Yes	1	Yes	No

Track No. / Name / Crossing

116.5-117.5

Description of Defects or Comments

Drianage ditches dug along tracks create a tripping hazard in the walkway.

Item	MP	Activity Code	Defect Code	Defect	# Occ.	Remedial Action	Citation Recommended
3		118A : INSPECTIONS ON WALKWAYS	102 : ROUGH AND UNEVEN SURFACE CREATES A TRIPPING HAZARD	Yes	1	Yes	No

Track No. / Name / Crossing

Alder Creek road crossing

Description of Defects or Comments

Curb, drain,exposed utility boxes and crossing pads not filled in create a tripping hazard.

Item	MP	Activity Code	Defect Code	Defect	# Occ.	Remedial Action	Citation Recommended
4		118A : INSPECTIONS ON WALKWAYS	102 : ROUGH AND UNEVEN SURFACE CREATES A TRIPPING HAZARD	Yes	1	Yes	No

Track No. / Name / Crossing

Grand Prairie road crossing

Description of Defects or Comments

Curb, drain,exposed utility boxes and crossing pads not filled in create a tripping hazard.

Item	MP	Activity Code	Defect Code	Defect	# Occ.	Remedial Action	Citation Recommended
5		118A : INSPECTIONS ON WALKWAYS	102 : ROUGH AND UNEVEN SURFACE CREATES A TRIPPING HAZARD	Yes	1	Yes	No

Track No. / Name / Crossing

Mangini road crossing

Description of Defects or Comments

Curb, exposed utility boxes and crossing pads not filled in create a tripping hazard.

Item	MP	Activity Code	Defect Code	Defect	# Occ.	Remedial Action	Citation Recommended
6		26D : INSPECTIONS ON CLEARANCES ISSUES	201 : STRUCTURES IMPAIR THE SIDE CLEARANCE CREATING A CONTACT HAZARD	Yes	1	Yes	No

Track No. / Name / Crossing

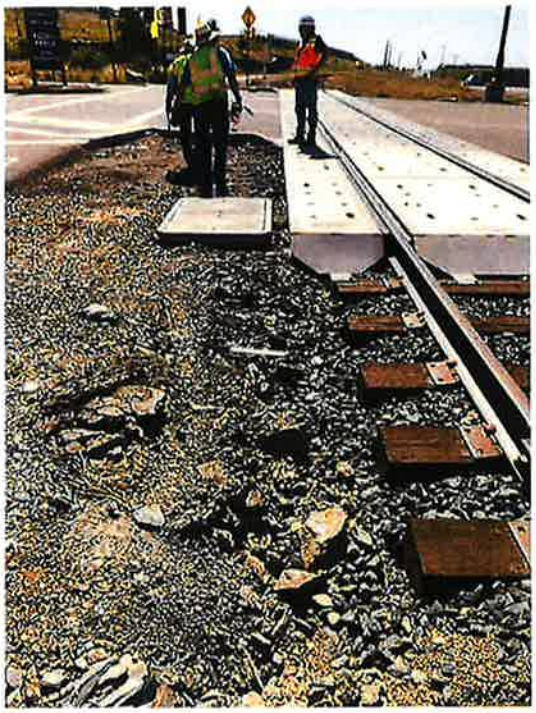
Grand Prairie road crossing

Description of Defects or Comments

Sign post installed within 8'6" creates a contact hazard.

Drain installed next to tracks creates an excessive slope in walkway.

Shoulders cut off ties for drainage create a tripping hazard in the walkway.



New crossings installed create multiple tripping hazards in the walkway (raised utility boxes, curb raised above sidewalks and roadway, crossing pads not filled in with ballast, and large rocks)

Sign post installed within 8' 6" of track center creates a contact hazard.

STATE OF CALIFORNIA
Gavin Newsom, *Governor*

PUBLIC UTILITIES COMMISSION
180 Promenade Circle, Suite 115
Sacramento, CA 95834

April 27, 2021

File: CORS2021040001

Mark Rackovan, P.E.
Engineering Operations Manager
City of Folsom
50 Natoma Street
Folsom, CA 95630

Re: New Rail crossings over PSVRR tracks in the City of Folsom

Dear Mr. Rackovan:

On April 22, 2021, I performed an inspection of the City of Folsom (City) crossings over Placerville and Sacramento Valley Railroad (PSVRR) tracks that were approved by the California Public Utilities Commission (CPUC/Commission) in Applications (A).15-04-005, 15-04-006, and 15-04-007. A.15-04-004 was also approved by the Commission but the crossing has not been constructed.

Results and recommendations from my inspection are listed below.

A. A.15-04-005 – Approved as "C" Street, named Grand Prairie. CPUC Crossing Number (No.) 130AH-117.40 and US Department of Transportation (DOT) No. 968335R.
   a. Missing required Commission Standard 9 warning devices.
   b. Missing RXR and stop bars pavement markings.
   c. Missing Emergency Notification System (ENS) signs.
   d. Tripping hazard in northeast and southeast quadrants.

B. A.15-04-006 – Approved as "A" Street, named Mangini Parkway. CPUC Crossing No.130AH-117.70 and DOT No. 968334J.
   a. Missing required Commission Standard 9 warning devices.
   b. Missing RXR and stop bars pavement markings.
   c. Missing ENS signs.
   d. Tripping hazard in northeast and southeast quadrants.
   e. Missing California Manual on Unified Traffic Control Devices (CAMUTCD) W10-3 Advanced warning signs on both approaches of Old Placerville Road.

C. A.15-04-007 – Approved as "Easton Valley Parkway" Street, named Alder Creek. CPUC Crossing No.130AH-117.00 and DOT No. 968332V.
   a. Missing required Commission Standard 9 warning devices.
   b. Missing RXR and stop bars pavement markings.
   c. Missing ENS signs.
   d. Tripping hazard in northeast and southeast quadrants.
   e. Missing CAMUTCD W10-1 Advanced warning signs in westbound direction.

Mark Rackovan, P.E.
CORS202104001
April 27, 2021

The unregistered trail crossing needs to be closed. Commission staff recommends that the City incorporate the trail crossing into the design of the proposed New Placerville Road crossing for both crossings Commission approval.

These crossings need to be brought into compliance with the CAMUTCD and GOs 26-D, 75-D, and 118-A as soon as possible. Please prepare a schedule to remedy these conditions and respond to the CPUC within 15 days of receipt of this letter.

If you have any questions, please feel free to contact me at (916) 928-2515.

Sincerely,

David Stewart
Utilities Engineer
Rail Crossings & Engineering Branch
Rail Safety Division

Cc:
Tim Pendleton, FRA
Casey Cova, CPUC

LICENSE AGREEMENT
FOR
EXCURSION RAIL OPERATIONS

EXHIBIT B

Operating Goals

Based on the P&SVRR Operating Plan as set forth in Exhibit A, the following Excursion Service operational expectations are defined.

1. Annually, P&SVRR will submit a report to the SPTC JPA Board summarizing P&SVRR's target goals and actual numbers achieved for the following performance measures:

    a. Ridership

    b. Revenue

    c. Capital improvement progress

    d. Track maintenance progress

2. If the JPA chooses at any time to obtain an independent track inspection, the JPA will provide P&SVRR prior notice of the date and time of any such inspection. If that inspection results in a Corrective Action Plan to prioritize and guide track maintenance, P&SVRR agrees to incorporate any Corrective Action Plan approved by the JPA into its maintenance schedule.

3. During the term of this agreement, P&SVRR agrees to provide JPA staff current copies of all applicable P&SVRR Operating Rules, Timetables, General Orders, and Special Instructions that govern P&SVRR operations, and to also provide any applicable amendments, revisions, or changes to same as they occur. P&SVRR will also provide links to all online training and testing materials used by P&SVRR, and assist JPA staff in the navigation and understanding of same. Furthermore, P&SVRR will endeavor in good faith to keep JPA apprised of any relevant changes to the General Code of Operating Rules (GCOR), FRA/CPUC regulations, and any other Laws, regulations or guidelines that may apply to P&SVRR operations.

Folsom City Council
Staff Report

MEETING DATE:	1/14/2025
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 11321 - A Resolution Initiating Proceedings for the Formation of a Landscaping and Lighting Assessment District to be known as the Natoma Station Maintenance Assessment District No. 2025-1
FROM:	Parks and Recreation Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends the City Council approve Resolution No. 11321 - A Resolution Initiating Proceedings for the Formation of a Landscaping and Lighting Assessment District to be known as the Natoma Station Maintenance Assessment District No. 2025-1.

BACKGROUND / ISSUE

This action is for authorization to prepare the reports that will address the formation of a new landscaping and lighting district for the area known as Natoma Station. The new district would become Natoma Station Maintenance Assessment District No. 2025-1. If approved by a vote of the property owners, the new district would replace the existing Natoma Station Landscaping and Lighting District.

The Natoma Station Landscaping and Lighting District (District) was formed in 1990 and is one of the older districts within the City. There has not been an increase in the assessment since its formation and there is no escalator authorized on the assessment as well. There are 1272 single-family dwelling units within the district, and it was formed to maintain the landscaping and associated improvements along Iron Point, Blue Ravine, Turnpike, Black Diamond, and Natoma Station, as well as the subdivision's streetlights, landscape lighting, irrigation systems, open space, monument entry signage, soundwalls, and mini parks. To comply with Proposition 218 pertaining to new or increased assessments, the City's engineer for assessment district proceedings, NBS Government Finance Group, recommends the formation of a new landscaping and lighting district to fund the improvements and services that will convey a special benefit to the district's residents. The proposed district, which will replace the existing

district upon voter approval will cover the entire Natoma Station Landscaping and Lighting District.

POLICY / RULE

Formation of a new landscaping and lighting district is governed by the procedure set forth in Division 15, Part 2, Chapter 2, Sections 22585 *et. seq.* of the Streets and Highways Code.

ANALYSIS

Over the last several years, the City has been monitoring the revenue and expenses in the district. The current annual assessment of $91.70 per single family equivalent (SFE) unit does not have an escalator built into it nor has it been increased since 1990. In addition, the current annual assessment rate has been unable to keep up with inflation or provide adequate revenue to maintain and service the improvements within the District.

The City initiated a public outreach program for the Natoma Station community with two public meetings that were held on June 17, 2022 and March 13, 2024. The intent of the meetings was to discuss the options and ideas for addressing the district's financial condition and develop a viable option that will ultimately be voted on and approved (or denied) by the property owners within the District.

Staff presented four potential options for this district that are as follows: 1) Reduce level of service based on current funding; 2) create a new district that would just cover budget deficit; 3) create a new district to address budget deficit and address some deferred maintenance; and 4) create a new district to cover deficit and address all deferred maintenance and provide some enhancements. There was thoughtful discussion to ensure those in attendance had their questions answered. As a result of these two public meetings, those in attendance were supportive of Option 4. As such, this will be the preferred option to appear on the ballot for the entire community to vote on.

The primary objective of forming a new district, which would have the same boundary as the existing district, is to specifically address deferred maintenance of the improvements within the district, plan for life-cycle replacements and repairs for years into the future and provide for an annual inflationary adjustment as needed. Such deferred items include outdated and un-centralized irrigation systems, replacement of missing landscaping, addressing tree care and implementation of water conservation measures such as replacing dead/dying trees and shrubs with water wise plantings, and LED streetlight retrofits. Should the new landscaping and lighting district be formed, it is proposed to complete many of the deferred maintenance improvements over the first few years as well as embark on the phased replacement plan for the older landscape areas.

The City has successfully created six new overlay districts with similar objectives and a similar process within the last fourteen years for American River Canyon North No. 3 created in 2007, Blue Ravine Oaks No. 2 created in 2011, Folsom Heights No. 2 created in 2013, Broadstone No. 4 created in 2015, Willow Creek Estates East in 2017, and Prairie Oaks Ranch No. 2 in 2021. These past assessment districts were overlay districts in addition to the original district.

This district is proposed to replace the original district, this will allow us to reduce the costs of engineers reports annually and work from one appropriately funded budget for all district assets. The attached resolution proposes the initiation of a formation proceeding for a new landscaping and lighting district and directs the engineer to prepare and file the report outlining the proposed assessment.

The next steps are preparation of the Preliminary Engineer's Report scheduled for City Council on January 28, 2025, and the mailing of a notice which contains information about the formation of the proposed district and the levy proposed, as well as the time and place of the public hearing. The notice along with a ballot will be mailed to all property owners on or around February 7, 2025. The Final Engineer's Report is scheduled for public hearing on March 25, 2025. Prior to the approval of the Final Engineer's Report, the ballots received will be counted which is a process overseen by the City Clerk and open to the public. If there is not a majority protest, which is 50%+1 of the ballots received, then the City Council may adopt a resolution to approve the Final Engineer's Report and order the improvements and formation of the new district.

FINANCIAL IMPACT

There will be a small fiscal impact to the general fund to provide for the proportion of the district that provides a general benefit, the majority of the costs associated with this district will be borne by the district and for the benefit of the district residents.

ENVIRONMENTAL REVIEW

The formation of a financing district maintaining and servicing existing landscaping and lighting improvements is not a project under the California Environmental Quality Act. No environmental review is required.

ATTACHMENT

1. Resolution No. 11321 - A Resolution Initiating Proceedings for the Formation of a Landscaping and Lighting Assessment District to be known as the Natoma Station Maintenance Assessment District No. 2025-1.

Submitted,

Kelly Gonzalez, Director
Parks & Recreation Department

RESOLUTION NO. 11321

A RESOLUTION INITIATING PROCEEDINGS FOR THE FORMATION OF A LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT TO BE KNOWN AS THE NATOMA STATION MAINTENANCE ASSESSMENT DISTRICT NO. 2025-1

WHEREAS, the City of Folsom desires to form and levy annual assessments for the Natoma Station Maintenance Assessment District No. 2025-1 ("District"), pursuant to the Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the California Streets and Highways Code) (hereafter referred to as the "Act") that provides for the levy and collection of assessments to pay the maintenance, operation and servicing of all improvements and facilities related thereto in the District; and,

WHEREAS, the City Council determines that the properties within the District boundaries will be specifically benefitted by the maintenance and servicing of said improvements; and

WHEREAS, once formed, the District will replace the existing Landscaping and Lighting District known as the Natoma Station Landscaping and Lighting District; and

WHEREAS, the City of Folsom desires to retain an engineer of record to prepare an engineer's report for the purpose of assisting with the formation and annual levy of the District, and to prepare and file an engineer's report with the City Clerk in accordance with the Act.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Folsom as follows:

1. **Proposal:** The City hereby proposes the formation of the District pursuant to the Landscaping and Lighting Act of 1972, and the levy and collection of assessments, for the purpose of installing, servicing, and maintaining the improvements described in Section 3 below.

2. **Engineer's Report:** The City Council hereby designates and appoints NBS Government Finance Group (NBS) as its engineer of record and orders NBS to prepare and file with the City Clerk a report in accordance with Article 4 of Chapter 1 of the Act.

3. **Proposed improvements**: Generally, the improvements within the District may include, but are not limited to:

(1) the maintenance, operation, and servicing of street trees and other landscaping throughout the boundary of the District including but not limited to: groundcover, turf, trees, weed and pest management; shrubs, planters, street medians in the public right of way as well as open space, trails and green belt areas dispersed throughout the District; and may also include sidewalk and hardscape Improvements, entry monuments and associated appurtenant facilities. Eligible District costs may include, but are not limited to, personnel, furnishing electrical energy, utilities such as water, refuse and gas, materials,

contracting services, and other items necessary for the satisfactory operation of these services;

(2) the maintenance, operation, and servicing of street lighting including theme light poles, ornamental lighting and other appurtenant facilities in the public right of way areas throughout the boundary of the District. The Improvements are generally described as: maintenance, operation, and servicing of public street lighting facilities, including all works or improvements used or useful for the lighting of any public places, including ornamental standards, luminaires, poles, supports, tunnels, manholes, vaults, conduits, pipes, wires, conductors, guys, stubs, platforms, braces, transformers, insulators, contacts, switches, capacitors, meters, communication circuits, appliances, attachments, and appurtenances;

(3) the maintenance, operation, and servicing of Public Art within the District. Costs include, but are not limited to, personnel, supplies, contracting services, and other expenses necessary for the satisfactory maintenance of these art pieces located at village entries and mini parks.

4. **District designation:** The proposed District shall be designated as Natoma Station Maintenance Assessment District No. 2025-1, City of Folsom, Sacramento County, California, and shall include that certain real property situated in the City generally shown and identified in Exhibit A attached to this Resolution.

PASSED AND ADOPTED this 14th day of January 2025, by the following roll-call vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Sarah Aquino, MAYOR

ATTEST:

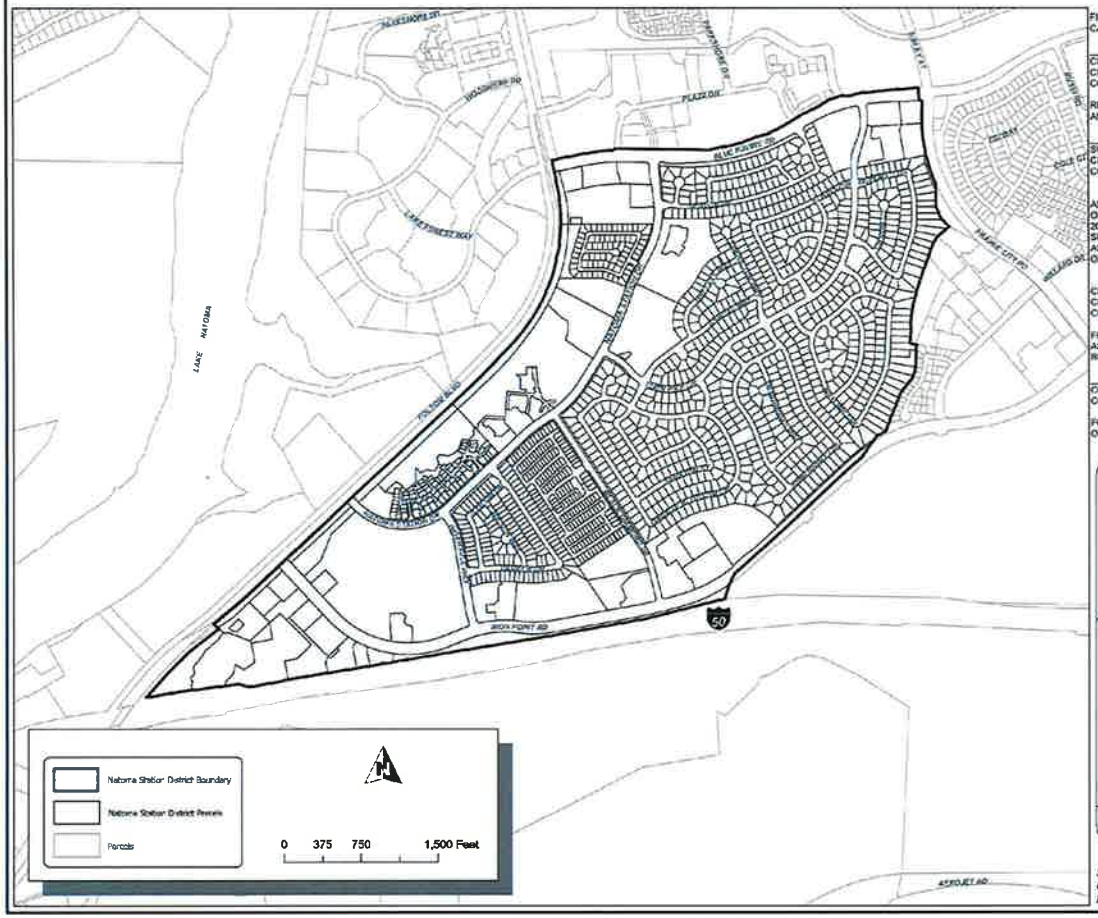
Christa Freemantle, CITY CLERK

EXHIBIT A

Sheet 1 of 4

ASSESSMENT DIAGRAM
CITY OF FOLSOM
NATOMA STATION MAINTENANCE ASSESSMENT DISTRICT NO. 2025-1

CITY OF FOLSOM
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF FOLSOM, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, THIS ____ DAY OF _____, 2025.

_____
CITY CLERK
CITY OF FOLSOM
COUNTY OF SACRAMENTO

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF THE CITY OF FOLSOM ON THE LOTS, PIECES AND PARCELS OF LAND ON THIS ASSESSMENT DIAGRAM ON THE ____ DAY OF _____, 2025.

_____
SUPERINTENDENT OF STREETS
CITY OF FOLSOM
COUNTY OF SACRAMENTO

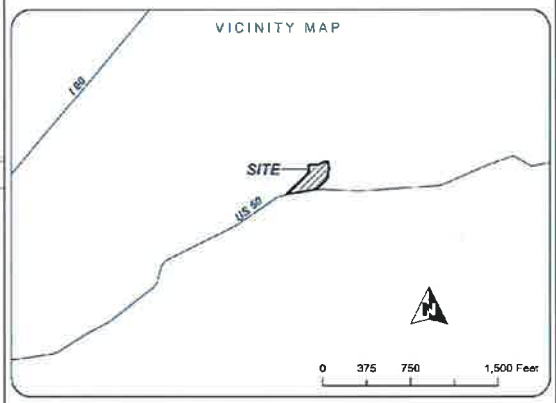
AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL OF THE CITY OF FOLSOM ON THE LOTS, PIECES, AND PARCELS OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM, THE ASSESSMENT WAS LEVIED ON THE ____ DAY OF _____, 20___. THE ASSESSMENT DIAGRAM AND ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF THAT CITY ON THE ____ DAY OF _____, 20___. REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM.

_____
CITY CLERK
CITY OF FOLSOM
COUNTY OF SACRAMENTO

FILED THIS ____ DAY OF _____, 20___, AT THE HOUR OF ___ O'CLOCK ___M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

_____
COUNTY RECORDER
COUNTY OF SACRAMENTO

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.



Source: Sacramento County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California II FIPS 0402 Feet

NBS

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CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Folsom City Council
Staff Report

MEETING DATE:	1/14/2025
AGENDA SECTION:	Public Hearing
SUBJECT:	Alder Creek West Large Lot Tentative Subdivision Map Project – Vicinity of White Rock Road and Oak Avenue Parkway in the Folsom Plan Area (SUBPM24-00233) i. Resolution No. 11318 - A Resolution Determining that the Alder Creek West Large Lot Tentative Subdivision Map Project is Exempt from CEQA and Approving Said Large Lot Tentative Subdivision Map
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

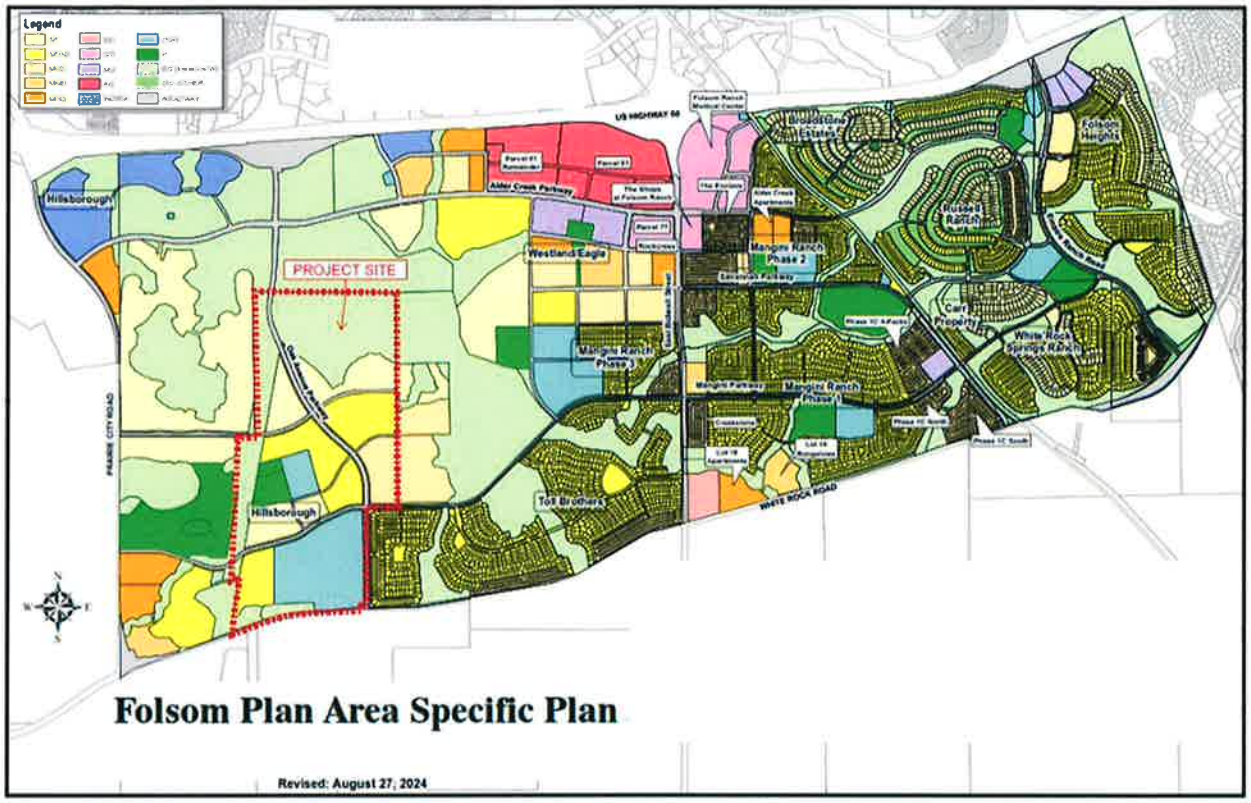
Staff forwards the Planning Commission's recommendation that the City Council take the following action:

1. Approve Resolution No. 11318- Determining that the Alder Creek West Large Lot Tentative Subdivision Map Project is Exempt from CEQA and Approving Said Large Lot Tentative Subdivision Map

BACKGROUND / ISSUE

The applicant, Rick Jordan representing Hillsborough North, LLC, is requesting approval of a Large-Lot Tentative Subdivision Map (LLTSM or Large-Lot Map) to subdivide two (2) parcels totaling 362.8 acres in size into nine (9) individual parcels for future sale and development. The existing parcels are located north of White Rock Road and both east and west of Oak Avenue Parkway in the Folsom Plan Area Specific Plan (FPASP or Specific Plan). The location of the project is shown in Figure 1 below and the Large Lot Map is shown in Attachment 4.

FIGURE 1: Project Vicinity Map



No development rights are sought with the proposed LLTSM. No land use changes or modifications are proposed with this project. Most proposed large lots correspond with the boundaries of the Specific Plan Land Use Plan (FPASP Figure 4.3), except for proposed Lot 1, which encompasses multiple Specific Plan Land Use designations, as shown in Table 1, below.

TABLE 1: LAND USE SUMMARY

Project Summary		
Parcel #	**Land Use**	**Acres (Net)**
1	SP-SF/ SP-SFHD/ SP-MLD/ SP-PQP/ SP-P	169.1
2	SP-SFHD	16.5
3	SP-PQP	60.6
4	SP-OS	4.8
5	SP-OS	4.2
6	SP-OS	88.7
7	SP-OS	17.5
8	SP-OS	1.2
9	SP-P	0.2
Total		**362.8**

The applicant states that future small lot maps will be consistent with the approved Land Use Plan. If needed, General Plan and/or Specific Plan Amendments will be sought to bring the land uses and parcel lines into conformance. Staff also wish to note that proposed Large Lots #8 and #9 are

extremely small due to discrepancies in the existing parcel lines and Specific Plan Land Use designations. The applicant anticipates that these two proposed large lots will be merged with adjacent Open Space and Parks lots, which will then be transferred to the city.

The Planning Commission considered this project at its December 18, 2024, meeting and unanimously recommended City Council approval.

POLICY / RULE

The Folsom Municipal Code (FMC) requires that applications for Tentative Subdivision Maps be forwarded to the City Council for final action. City Council actions regarding Tentative Subdivision Maps are covered under Section 16.16.080 of the FMC.

ANALYSIS

General Plan and Zoning Consistency

The 362.8-acre project site has multiple General Plan land use designations including:

- SF (Single-Family)
- SFHD (Single-Family High Density)
- MLD (Multi-Family Low Density)
- P (Parks)
- OS (Open Space)
- PQP (Public and Quasi-Public Facility)

In addition, the project site has multiple Specific Plan designations including:

- SP-SF-PD (Single-Family Residential-Planned Development)
- SP-SFHD-PD (Single-Family High Density-Planned Development)
- SP-MLD-PD (Multifamily Low Density-Planned Development)
- SP-P (Parks)
- SP-OS1 (Preserve Open Space)
- SP-OS2 (Passive Open Space)
- SP-PQP (Public/Quasi-Public)

The existing General Plan and the Specific Plan land use designations are consistent with each other and are not proposed to change as part of this project.

As no development is proposed with this specific application, the only relevant development standard applicable to the subdivision map is minimum lot area. The minimum required lot area for these properties ranges from 3,000 square feet for MLD- designated parcels up to 7,000 square feet for SF-designated parcels, with no minimum lot size requirements being applicable to the OS, P, or PQP parcels. Staff has determined that the proposed project meets the minimum lot area requirement as all nine of the newly created parcels exceed the minimum lot size requirement based on their individual Specific Plan designations. In addition, staff has determined that the

proposed project will not conflict with any known applicable plans or policies by agencies with jurisdiction over the project or the project site.

Large-Lot Tentative Subdivision Map

The primary purpose of the proposed project is to accommodate the sale, lease, and financing of the newly created large lots in accordance with the requirements of the Subdivision Map Act and designated land use as identified in the FPASP. No development rights are being requested, and to that effect, there is a note on the Large-Lot Tentative Subdivision Map stating so. Large lots with multiple land use designations exist throughout the FPASP; it is with individual small-lot tentative maps that the smaller lots are created to be consistent with the FPASP land use boundaries. Processing and approval of a Small-Lot Tentative and Final Map and/or Planned Development Permit applications or other appropriate entitlements will be required prior to grading, construction, or any development of the parcels created by this Large-Lot Map.

Staff has determined that the proposed Large-Lot Tentative Subdivision Map complies with all City requirements (Folsom Municipal Code [FMC], Chapter 16.16), as well as with the requirements of the State Subdivision Map Act (Government Code Sections 66410 *et seq.*).

FINANCIAL IMPACT

No financial impact is anticipated with the approval of the Large-Lot Map as the project will not result in any changes to the total number of residential units within the FPASP.

ENVIRONMENTAL REVIEW

Projects that are consistent with a specific plan as well as the existing General Plan and zoning are exempt from further environmental review unless there are new or more severe environmental effects that are unique to the project site and were not previously analyzed in a prior environmental document. The City has determined that the proposed project is consistent with the FPASP. Staff also determined that the project would not result in any new or more severe environmental effects that which were not previously analyzed in the FPASP EIR/EIS. As a result, the Alder Creek West LLTSM project qualifies for the exemptions in Public Resources Code section 21083.3 and CEQA Guidelines sections 15182(c) and 15183.

ATTACHMENTS

1. Resolution No. 11318- A Resolution Determining that the Alder Creek West Large Lot Tentative Subdivision Map Project is Exempt from CEQA and Approving Said Large Lot Tentative Subdivision Map
2. Planning Commission Staff Report, dated December 18, 2024
3. Vicinity Map
4. Alder Creek West Large-Lot Tentative Subdivision Map, dated September 23, 2024
5. Project Narrative, dated December 4, 2024

Submitted,

PAM JOHNS
Community Development Director

ATTACHMENT 1

A Resolution Determining that the Alder Creek West Large Lot Tentative Subdivision Map Project is Exempt from CEQA and Approving Said Large Lot Tentative Subdivision Map

RESOLUTION NO. 11318

A RESOLUTION DETERMINING THAT THE ALDER CREEK WEST LARGE LOT TENTATIVE SUBDIVISION MAP PROJECT IS EXEMPT FROM CEQA AND APPROVING SAID LARGE LOT TENTATIVE SUBDIVISION MAP

WHEREAS, the Planning Commission on December 18, 2024, held a public hearing on the proposed Large-Lot Tentative Subdivision Map, considered public comment and found that the project is exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Sections 15182 and 15183; and

WHEREAS, the Planning Commission on December 18, 2024, held a public hearing on the proposed Large-Lot Tentative Subdivision Map, considered public comment and, based on the proposed configuration of the nine (9) large-lot parcels, determined the proposed subdivision complies with all City requirements, as well as with the requirements of the State Subdivision Map Act; and

WHEREAS, notice has been given at the time and in the manner required by State Law and City Code; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Folsom that the Alder Creek West Large Lot Tentative Subdivision Map Project is Exempt from environmental review under CEQA.

BE IT FURTHER RESOLVED that the Large-Lot Tentative Subdivision Map creating nine (9) large lots for the Alder Creek West Large-Lot Tentative Subdivision Map, as shown in Exhibit "A", is hereby approved.

This approval is subject to the conditions of approval attached as Exhibit "B" and this Resolution is based on the following findings:

GENERAL FINDINGS

A. NOTICE OF HEARING HAS BEEN GIVEN AT THE TIME AND IN THE MANNER REQUIRED BY STATE LAW AND CITY CODE.

B. THE PROJECT IS CONSISTENT WITH THE GENERAL PLAN AND THE FOLSOM PLAN AREA SPECIFIC PLAN.

CEQA FINDINGS

C. THE CITY, AS LEAD AGENCY, PREVIOUSLY CERTIFIED AN ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT FOR THE FOLSOM PLAN AREA SPECIFIC PLAN.

D. THE CITY HAS DETERMINED THAT THE ALDER CREEK WEST LARGE-LOT

TENTATIVE SUBDIVISION MAP PROJECT IS CONSISTENT WITH THE FOLSOM PLAN AREA SPECIFIC PLAN.

E. THE CITY HAS DETERMINED THAT NONE OF THE CIRCUMSTANCES DESCRIBED IN PUBLIC RESOURCES CODE SECTION 21166 OR CEQA GUIDELINES SECTION 15162 GENERALLY REQUIRING THE PREPARATION OF A SUBSEQUENT EIR EXIST IN THIS CASE.

F. THE CITY HAS DETERMINED THAT THE PROJECT CREATES NO NEW IMPACTS AND DOES NOT REQUIRE ANY MITIGATION MEASURES IN ADDITION TO THOSE IN THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE FOLSOM PLAN AREA SPECIFIC PLAN. APPLICABLE MITIGATION MEASURES FROM THE FPASP FEIR ARE APPLIED TO THIS PROPOSED PROJECT.

G. THE CITY HAS DETERMINED THAT THE IMPACTS OF THE ALDER CREEK WEST LARGE-LOT TENTATIVE SUBDIVISION MAP PROJECT ARE ADEQUATELY ADDRESSED BY THE FINAL ENVIRONMENTAL IMPACT REPORT AND ENVIRONMENTAL IMPACT STATEMENT FOR THE FOLSOM PLAN AREA SPECIFIC PLAN.

H. THE PROJECT IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER SECTION 15182(C) (RESIDENTIAL PROJECTS IMPLEMENTING SPECIFIC PLANS) AND 15183 (PROJECTS CONSISTENT WITH A COMMUNITY PLAN, GENERAL PLAN, OR ZONING) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES.

TENTATIVE SUBDIVISION MAP FINDINGS

I. THE PROPOSED LARGE-LOT TENTATIVE SUBDIVISION MAP IS CONSISTENT WITH THE CITY'S SUBDIVISION ORDINANCE AND THE SUBDIVISION MAP ACT IN THAT THE PROJECT IS SUBJECT TO CONDITIONS OF APPROVAL THAT WILL ENSURE THAT THE PROJECT IS DEVELOPED IN COMPLIANCE WITH CITY STANDARDS.

J. THE PROPOSED SUBDIVISION, TOGETHER WITH THE PROVISIONS FOR ITS DESIGN AND IMPROVEMENT, IS CONSISTENT WITH THE GENERAL PLAN, THE FOLSOM PLAN AREA SPECIFIC PLAN, AND ALL APPLICABLE PROVISIONS OF THE FOLSOM MUNICIPAL CODE.

K. AS CONDITIONED, THE DESIGN OF THE LARGE-LOT TENTATIVE SUBDIVISION MAP AND THE PROPOSED IMPROVEMENTS ARE NOT LIKELY TO CAUSE SUBSTANTIAL ENVIRONMENTAL DAMAGE OR SUBSTANTIALLY AND AVOIDABLY INJURE FISH OR WILDLIFE OR THEIR HABITAT.

L. AS CONDITIONED, THE DESIGN OF THE LARGE-LOT TENTATIVE SUBDIVISION MAP AND THE PROPOSED IMPROVEMENTS ARE NOT LIKELY TO CAUSE SERIOUS PUBLIC HEALTH OR SAFETY PROBLEMS.

M. THE DESIGN OF THE LARGE-LOT TENTATIVE SUBDIVISION MAP AND THE TYPE OF IMPROVEMENTS WILL NOT CONFLICT WITH EASEMENTS FOR ACCESS THROUGH OR USE OF PROPERTY WITHIN THE PROPOSED SUBDIVISION.

N. SUBJECT TO SECTION 66474.4 OF THE SUBDIVISION MAP ACT, THE LAND IS NOT SUBJECT TO A CONTRACT ENTERED INTO PURSUANT TO THE CALIFORNIA LAND CONSERVATION ACT OF 1965 (COMMENCING WITH SECTION 51200 OF THE GOVERNMENT CODE).

PASSED AND ADOPTED this 14th day of January, 2025, by the following roll-call vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

_____
Sarah Aquino, MAYOR

ATTEST:

_____
Christa Freemantle, CITY CLERK

Exhibit A

Large-Lot Tentative Subdivision Map

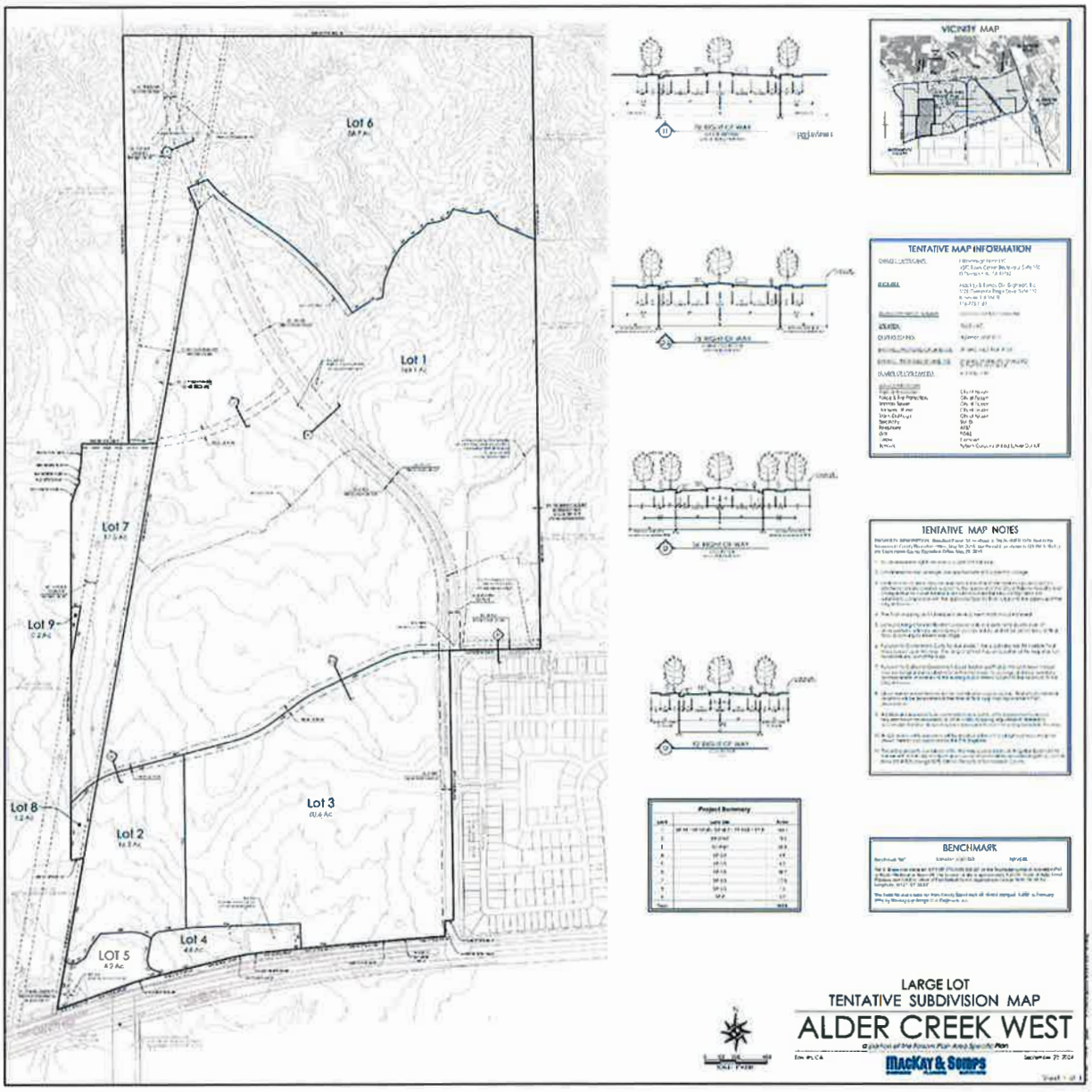

Lot 6
Lot 1
Lot 7
Lot 9
Lot 8
Lot 3
Lot 2
LOT 5
Lot 4
VICINITY MAP
TENTATIVE MAP INFORMATION
TENTATIVE MAP NOTES
BENCHMARK
LARGE LOT
TENTATIVE SUBDIVISION MAP
ALDER CREEK WEST
MacKAY & SOMPS

Exhibit B

Conditions of Approval

CONDITIONS OF APPROVAL FOR THE ALDER CREEK WEST LLTSM PROJECT (SUBP24-00233) NORTH OF WHITE ROCK ROAD, EAST AND WEST OF OAK AVENUE PARKWAY LARGE-LOT TENTATIVE SUBDIVISION MAP				
	Mitigation Measure		**When Required**	**Responsible Department**
		GENERAL REQUIREMENTS		
1.		***Final Map*** The applicant shall submit a Large-Lot Final Map to the Community Development Department that shall substantially conform to the exhibits referenced below: 1. Alder Creek West Large-Lot Tentative Subdivision Map, dated September 23, 2024 The Large-Lot Tentative Subdivision Map is approved for the creation of nine (9) individual lots (Alder Creek West Large-Lot Tentative Subdivision Map Project). Implementation of the project shall be consistent with the above-referenced items and these conditions of approval.	M, OG	CD (E)(P)
2.		***90-Day Protest Period*** The conditions of project approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions. The applicant is hereby notified that the 90-day protest period, commencing from the date of approval of the project, has begun. If the applicant fails to file a protest regarding any of the fees, dedication requirements, reservation requirements or other exaction contained in this notice, complying with all the requirements of Government Code Section 66020, the applicant will be legally barred from later challenging such exactions.	M	CD (E)(P)

CONDITIONS OF APPROVAL FOR THE ALDER CREEK WEST LLTSM PROJECT (SUBP24-00233) NORTH OF WHITE ROCK ROAD, EAST AND WEST OF OAK AVENUE PARKWAY LARGE-LOT TENTATIVE SUBDIVISION MAP				
	Mitigation Measure		**When Required**	**Responsible Department**
3.		***No Development Rights*** The approval of this Large-Lot Tentative Subdivision Map does not convey any right to develop. Processing and approval of a Small-Lot Final Map and/or Design Review/Planned Development Permit applications shall be required prior to grading, construction, or any development of the parcels created by this Large-Lot Tentative Subdivision Map. As a condition of a subsequent Small-Lot Tentative Subdivision Map, the City shall identify improvements necessary to develop the subject parcels. These improvements may include on and off-site roadways, grading, water, sewer, storm drainage, landscaping, soundwalls, and other similar improvements.	M	CD (E)(P)
4.		***Indemnity for City*** The owner/applicant shall defend, indemnify, and hold harmless the City and its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void, or annul any approval by the City or any of its agencies, departments, commissions, agents, officers, employees, or legislative body concerning the project, which claim, action or proceeding is brought within the time period provided therefore in Government Code Section 66499.37 or other applicable statutes of limitation. The City will promptly notify the owner/applicant of any such claim, action or proceeding, and will cooperate fully in the defense. The City may, within its unlimited discretion, participate in the defense of any such claim, action or proceeding if both of the following occur: • The City bears its own attorney's fees and costs; and • The City defends the claim, action or proceeding in good faith The owner/applicant shall not be required to pay or perform any settlement of such claim, action or proceeding unless the settlement is approved by the owner/applicant. The owner/applicant's obligations under this condition shall apply regardless of whether a Final Map is ultimately recorded with respect to this project.	OG	CD (P)(E)(B) PW, PR, FD, PD

CONDITIONS OF APPROVAL FOR THE ALDER CREEK WEST LLTSM PROJECT (SUBP24-00233) NORTH OF WHITE ROCK ROAD, EAST AND WEST OF OAK AVENUE PARKWAY LARGE-LOT TENTATIVE SUBDIVISION MAP				
	Mitigation Measure		**When Required**	**Responsible Department**
5.		***Street Names*** The Applicant shall use street names as shown in the Folsom Plan Area Specific Plan, and in the case of unnamed streets, select street names from the City's approved list or subsequently approved by the Planning Commission for the final subdivision map.	M	CD (E)(P)
6.		***ARDA and Amendments*** The owner/Applicant shall comply with all provisions of Amendment No. 1 to the First Amended and Restated Tier 1 Development Agreements with Oak Avenue Holdings, LLC and Hillsborough North, LLC and any approved amendments thereafter by and between the City and the owner/applicant of the project.	M	CD (P)(E)
7.		***Public Right of Way Dedication*** As provided for in the Oak Avenue Holdings, LLC and Hillsborough North, LLC Amended and Restated Tier 1 Development Agreements (ARDA) and Amendment No. 1 thereto, and any approved amendments thereafter, at recordation of Final Map the owner/applicant shall offer to dedicate all public rights-of-way such that public access is provided to each and every lot as shown on the Large-Lot Tentative Subdivision Map.	M	CD (E)(P)
8.		***Public Utility Easements*** The Owner/Applicant shall dedicate public utility easements for underground facilities on properties adjacent to public and private streets. A minimum of twelve and one-half-foot (12.5') wide Public Utility easements for underground facilities (i.e., SMUD PG&E, cable television, telephone) shall be dedicated adjacent to all public and private street rights-of-way. The owner/applicant shall dedicate additional width to accommodate extraordinary facilities as determined by the City. The width of the public utility easements adjacent to public and private right of way may be reduced with prior approval from public utility companies.	M	CD (E)
9.		***FMC Compliance*** The Final Large-Lot Map shall comply with the Folsom Municipal Code and the Subdivision Map Act.	M	CD (E)
10.		***Single Phase*** The Final Large-Lot Map shall be recorded in one phase.	M	CD(E)

CONDITIONS OF APPROVAL FOR THE ALDER CREEK WEST LLTSM PROJECT (SUBP24-00233) NORTH OF WHITE ROCK ROAD, EAST AND WEST OF OAK AVENUE PARKWAY LARGE-LOT TENTATIVE SUBDIVISION MAP				
	Mitigation Measure		**When Required**	**Responsible Department**
11.		***Validity*** The project approval granted under this staff report (Large Lot Tentative Subdivision Map) shall remain in effect for a period of twenty-four (24) months from date of City Council approval, pursuant to Section 16.16.110A of the Folsom Municipal Code and the Subdivision Map Act. If a Final Map is not recorded within the identified time frame and/or the applicant has not demonstrated substantial progress towards the development of the project, this approval shall be considered null and void. The owner/applicant may file an application with the Community Development Department for an extension not less than 60 days prior to the expiration date of the approval, along with appropriate fees and necessary submittal materials pursuant to Section 16.16.120 of the Folsom Municipal Code. If after approval of this project, a lawsuit is filed which seeks to invalidate any approval or entitlement authorized by the project approvals, or to enjoin the project contemplated herein, or to challenge the issuance by any governmental agency of any environmental document or exemption determination, the two-year period referenced in FMC 16.16.110A for finaling the map shall be tolled during the time that any litigation is pending, including any appeals. In the event of a conflict between this Condition and language of Amendment No. 1 to the First Amended and Restated Tier 1 Development Agreement (ARDA), the ARDA language shall govern.	M	CD(E)
DEVELOPMENT COSTS AND FEE REQUIREMENTS				
12.		***Taxes and Fees*** The owner/applicant shall pay all applicable taxes, fees and charges for the project at the rate and amount required by the Public Facilities Financing Plan and the Amended and Restated Development Agreement.	M	CD (P)(E)
13.		***Assessments*** If applicable, the owner/applicant shall pay off any existing assessments against the property, or file necessary segregation request and pay applicable fees.	M	CD (E)

CONDITIONS OF APPROVAL FOR THE ALDER CREEK WEST LLTSM PROJECT (SUBP24-00233) NORTH OF WHITE ROCK ROAD, EAST AND WEST OF OAK AVENUE PARKWAY LARGE-LOT TENTATIVE SUBDIVISION MAP				
	Mitigation Measure		**When Required**	**Responsible Department**
14.		***Consultant Services*** If the City utilizes the services of consultants to prepare special studies or provide specialized design review or inspection services for the project, the applicant shall reimburse the City for actual costs it incurs in utilizing these services, including administrative costs for City personnel. A deposit for these services shall be provided prior to initiating review of mapping documents, building plans, improvement plans, or beginning inspection, whichever is applicable.	M	CD (P)(E)
15.		***FPASP Development Impact Fee*** The owner/applicant shall be subject to all Folsom Plan Area Specific Plan Area development impact fees in place at the time of approval or subsequently adopted consistent with the Public Facilities Financing Plan (PFFP), Development Agreement and amendments thereto, unless exempt by previous agreement. The owner/applicant shall be subject to all applicable Folsom Plan Area plan-wide development impact fees in effect at such time that a building permit is issued. These fees may include, but are not limited to, the Folsom Plan Area Specific Plan Fee, Specific Plan Infrastructure Fee (SPIF), Solid Waste Fee, Corporation Yard Fee, Transportation Management Fee, Transit Fee, Highway 50 Interchange Fee, General Park Equipment Fee, Housing Trust Fee, etc. Any protest to such for all fees, dedications, reservations or other exactions imposed on this project will begin on the date of final approval or otherwise shall be governed by the terms of Amendment No. 1 to the ARDA. The fees shall be calculated at the fee rate set forth in the PFFP and the ARDA.	M	CD (P) PW, PK

CONDITIONS OF APPROVAL FOR THE ALDER CREEK WEST LLTSM PROJECT (SUBP24-00233) NORTH OF WHITE ROCK ROAD, EAST AND WEST OF OAK AVENUE PARKWAY LARGE-LOT TENTATIVE SUBDIVISION MAP				
	Mitigation Measure		**When Required**	**Responsible Department**
16.		***Outside Legal Counsel*** The City, at its sole discretion, may utilize the services of outside legal counsel to assist in the implementation of this project, including, but not limited to, drafting, reviewing and/or revising agreements and/or other documentation for the project. If the City utilizes the services of such outside legal counsel, the applicant shall reimburse the City for all outside legal fees and costs incurred by the City for such services. The applicant may be required, at the sole discretion of the City Attorney, to submit a deposit to the City for these services prior to initiation of the services. The applicant shall be responsible for reimbursement to the City for the services regardless of whether a deposit is required.	M	CD (P)(E)
17.	✓	***Mitigation Measures*** The Alder Creek West Large-Lot Tentative Subdivision Map project shall be subject to all mitigation measures identified in the FPASP (May 2011) MMRP, as amended by the Folsom South of U.S. Highway 50 Backbone Infrastructure Mitigated Negative Declaration (December 2014), Hillsborough GPA/SPA Addendum (May 2016), and City of Folsom General Plan Amendments for Increased Residential Capacity Subsequent EIR (August 2024).	M	CD (P)(E)
MAP REQUIREMENTS				
18.		***FPASP Compliance*** Notes shall be added to the final map that state: • *This map is subject to requirements outlined in the Folsom Plan Area Specific Plan as amended August 27, 2024, and the Hillsborough Specific Plan Amendment per Ordinance Nos 1254-1258.* • *This map and future maps of this area are subject to the requirements and provisions of Community Facilities District 18.*	M	CD (E)
19.		***School District Map Copy*** Upon recordation of the Final Map, the owner/applicant shall provide the Folsom-Cordova Unified School District with a copy of the recorded Final Map.	OG	CD (E)

CONDITIONS OF APPROVAL FOR THE ALDER CREEK WEST LLTSM PROJECT (SUBP24-00233) NORTH OF WHITE ROCK ROAD, EAST AND WEST OF OAK AVENUE PARKWAY LARGE-LOT TENTATIVE SUBDIVISION MAP				
	Mitigation Measure		**When Required**	**Responsible Department**
20.		***Digital Map Copy*** Upon recordation of the Final Map, the owner/applicant shall provide a digital copy of the recorded Final Map (in AutoCAD format) to the Community Development Department.	OG	CD (E)
21.		***Bikeway Plan*** Upon recordation of the Final Map, Applicant/Owner shall dedicate easements for Class I trails and Class II bike lanes as shown on Figure 7.32 – Bikeway Plan of the FPASP, as applicable to the project area. Easement areas shall be shown on the Final Map to the satisfaction of the Community Development Department.	M	CD (P)(E)
22.		***Backbone Infrastructure*** The owner/applicant and all subsequent applicants, heirs, and successors with intention of further subdividing the large lots established herein are required to provide to the Community Development Department for review and approval by the City Engineer a Backbone Infrastructure Plan. Acknowledging Condition of Approval #3 above conveying no development rights with this approval, this condition applies to all subsequent subdivision and parcel maps where development is intended, including but not limited to, all commercial, housing, condominium and townhome projects. Additional studies and supporting documentation may also be required as part of that future effort. For such subsequent mapping, and as provided for in the ARDA, Amendment No. 1, and the FPASP, the owner/applicant shall provide fully executed grant deeds, legal descriptions, and plats for all necessary rights of way, public utility easements, public water main easements, public sewer easements, oak woodland preserves, park dedications, future circulation elements, hydraulic infrastructure dedication, irrevocable offers of dedication and temporary construction easement. All required easements as listed necessary for the Backbone Infrastructure shall be reviewed and approved by the City Engineer and recorded with the Sacramento County Recorder pursuant to the timing requirements set for in Section 3.8 of the ARDA and any amendments thereto.	M	CDD(E), EWR, PW, PR, FD

CONDITIONS OF APPROVAL FOR THE ALDER CREEK WEST LLTSM PROJECT (SUBP24-00233) NORTH OF WHITE ROCK ROAD, EAST AND WEST OF OAK AVENUE PARKWAY LARGE-LOT TENTATIVE SUBDIVISION MAP				
	Mitigation Measure		**When Required**	**Responsible Department**
23.		***Phasing Plan*** This condition applies to all future small lot subdivision maps. For subsequent small lot tentative subdivision maps, the owner/applicant shall prepare a complete and comprehensive phasing plan and shall submit the phasing plan to the City for each proposed phase of development. The phasing plan shall include all required infrastructure for each proposed phase of development. The infrastructure shall include all required on-site and off-site improvements, but not limited to, water system improvements (distribution and transmission mains, booster pump stations, water reservoirs, tanks, pumps, PRV stations, etc.), sanitary sewer improvements (sewer mains, lift stations, forced mains, etc.) roadway and transportation improvements, storm drainage improvements (detention/water quality basins, outfalls, etc.) and all other necessary improvements required for each phase of development. The phasing plan shall include itemized cost estimates for all required improvements and the phasing plan shall be reviewed and approved by the City. The City Engineer may condition infrastructure phasing to ensure that each phase functions independently and is consistent with the minimum utility and access standards of the City. All maps filed in phases will be required to have two points of access for emergency vehicle access and/or general traffic purposes and all off-site utilities deemed necessary as determined by the City Engineer. Improvement plans for all future phases that include half sections of local residential streets shall include a minimum of 15 feet of pavement over the centerline, to allow two-way traffic and shall be subject to approval of the Community Development Department and Fire Department. The City will not dictate the order of the phasing except that the first phase shall construct necessary supporting backbone infrastructure to that phase.	M	CDD(E), EWR, PW, FD
		SMUD REQUIREMENTS		
24.		The applicant shall comply with conditions 1-18 of the attached letter from SMUD dated April 4, 2024, provided in Attachment 7 to the December 18, 2024, Planning Commission staff report.	M, OG	CD (E)
		PG&E REQUIREMENTS		

CONDITIONS OF APPROVAL FOR THE ALDER CREEK WEST LLTSM PROJECT (SUBP24-00233) NORTH OF WHITE ROCK ROAD, EAST AND WEST OF OAK AVENUE PARKWAY LARGE-LOT TENTATIVE SUBDIVISION MAP				
	Mitigation Measure		**When Required**	**Responsible Department**
25.		The applicant shall comply with conditions from Pacific Gas & Electric conditions 1-13 of the attached letter dated September 26, 2024, as applicable on future mapping and entitlements (refer to Attachment 8 to the December 18, 2024, Planning Commission staff report).	M, OG	CD (E)

RESPONSIBLE DEPARTMENT		**WHEN REQUIRED**	
CD (P) (E) (B)	Community Development Department Planning Division Engineering Division Building Division	I	Prior to approval of Improvement Plans
		M	Prior to approval of Final Map
		B	Prior to issuance of first Building Permit
		O	Prior to approval of Occupancy Permit
PW	Public Works Department	G	Prior to issuance of Grading Permit
PR	Park and Recreation Department	DC	During construction
PD	Police Department	OG	On-going requirement
FD	Fire Department		

ATTACHMENT 2

Planning Commission Staff Report, dated December 18, 2024

CITY OF FOLSOM
DISTINCTIVE BY NATURE

AGENDA ITEM NO. 1
Type: Public Hearing
Date: December 18, 2024

Planning Commission Staff Report

50 Natoma Street, Council Chambers
Folsom, CA 95630

Project:	Alder Creek West Large Lot Tentative Subdivision Map
File #:	SUBPM24-00233
Requests:	Large-Lot Tentative Subdivision Map
Location/APN:	North of White Rock Road, East and West of Oak Avenue Parkway, in the Folsom Plan Area Specific Plan (APNs 072-0060-093 and -098)
Staff Contact:	Jessica Brandt, Principal Planner, 916-461-6207 jbrandt@folsom.ca.us

Property Owner/Applicant
Name: Rick Jordan, Folsom Real Estate South, LLC
Address: 4370 Town Center Boulevard
Suite 100
El Dorado Hills, CA 95762

Recommendation: Conduct a public hearing and upon conclusion recommend approval of a Large-Lot Tentative Subdivision Map for the Alder Creek West Large Lot Tentative Subdivision Map project to the City Council as illustrated on Attachment 5, based on the findings (Findings A-N) and subject to the conditions of approval (Conditions 1-25) attached to this report.

Project Summary: The proposed project includes a request for approval of a Large-Lot Tentative Subdivision Map to subdivide an approximately 362.6-acre site located north of White Rock Road, east and west of Oak Avenue Parkway, in the Folsom Plan Area Specific Plan (FPASP) that currently consists of two parcels into nine individual parcels for future sale and development. No development rights are sought with the proposed Large-Lot Tentative Subdivision Map.

Attachments:

1. Project Description/Analysis
2. Background
3. Conditions of Approval

CITY OF FOLSOM
DISTINCTIVE BY NATURE

AGENDA ITEM NO. 1
Type: Public Hearing
Date: December 18, 2024

4. Vicinity Map
5. Alder Creek West Large-Lot Tentative Subdivision Map, dated September 23, 2024
6. Project Narrative, dated August 23, 2024
7. SMUD Comment Letter, dated November 4, 2024
8. PG&E Comment Letter, dated September 26, 2024

Submitted,

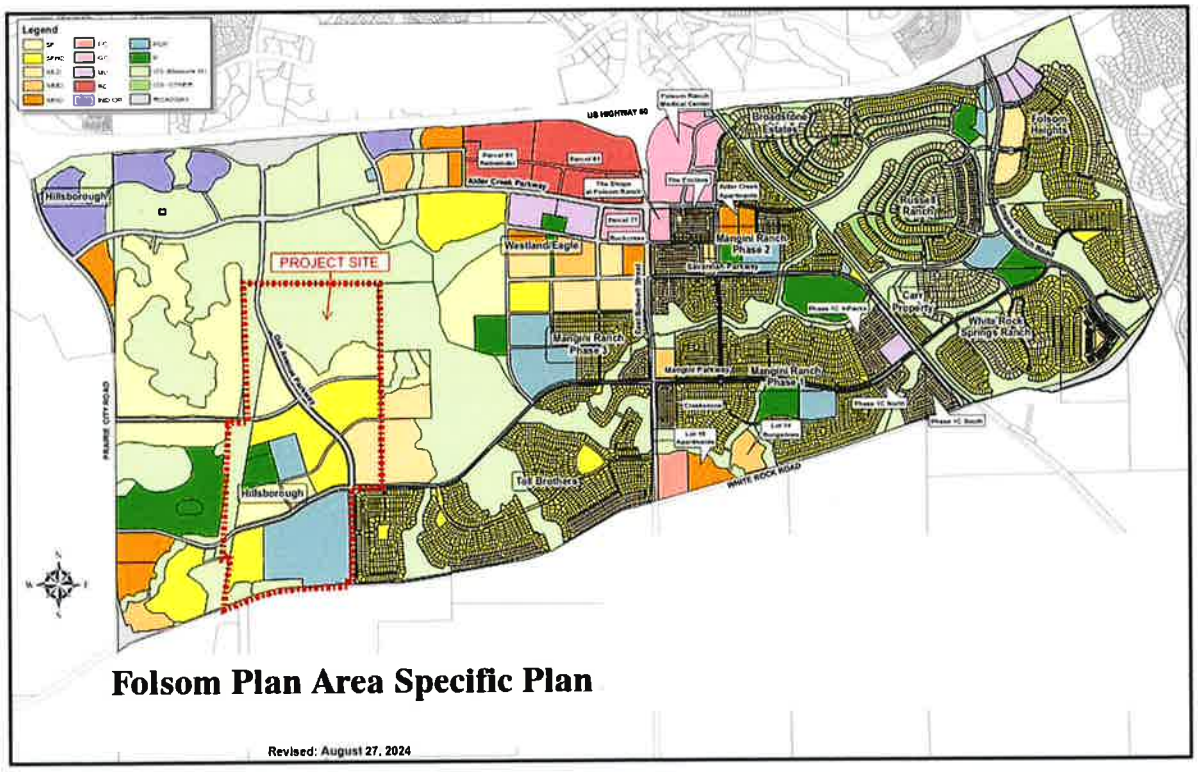
PAM JOHNS
Community Development Director

ATTACHMENT 1
PROJECT DESCRIPTION/ANALYSIS

PROJECT DESCRIPTION

The applicant, Rick Jordan representing Hillsborough North, LLC, is requesting approval of a Large-Lot Tentative Subdivision Map (LLTSM or Large-Lot Map) to subdivide two (2) parcels totaling 362.8 acres in size located north of White Rock Road, east and west of Oak Avenue Parkway, in the Folsom Plan Area Specific Plan (FPASP) into nine (9) individual parcels for future sale and development. No development rights are sought with the proposed LLTSM. The proposed Large-Lot Map is consistent with the approved land use designations for the Folsom Plan Area Specific Plan Land Use Map (FPASP Figure 4.3) in that no land use changes or modifications are proposed with this project. The project location with its land use designations is shown below.

FIGURE 1: PROJECT LOCATION EXHIBIT



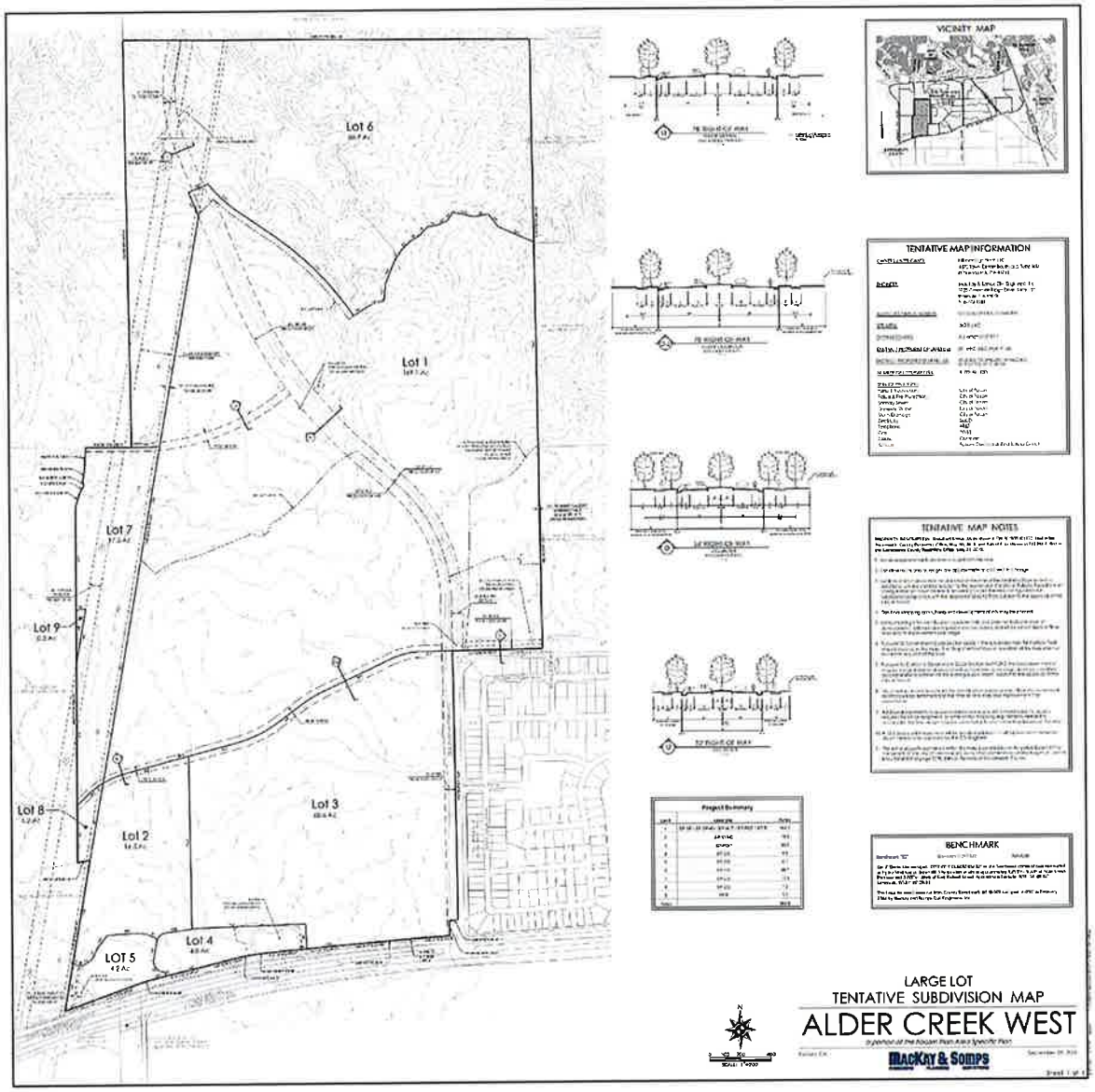
The proposed large lots are in substantial conformance with the project area's Specific Plan Land Use Designations and FPASP Parcels, but do not adhere perfectly to them due to several factors including anticipated roadway realignments and hydromodification basins. No land use changes are proposed with this project. The applicant states that

future parcel configuration will be consistent with the approved Land Use Plan as amended in August 2024. If needed, General Plan and/or Specific Plan Amendments will be sought to bring the land uses and parcel lines into conformance. A land use summary is shown in Table 1 (Land Use Summary), below, and the proposed LLTSM is shown on the following page (Figure 2). The proposed project also includes the dedication of Rights-of-Ways (ROW) and Public Utility Easements (PUE) within the scope and boundaries of this map to allow for development of future roadways and associated infrastructure improvements.

TABLE 1: LAND USE SUMMARY

Project Summary		
Parcel #	**Land Use**	**Acres (Net)**
1	SP-SF/ SP-SFHD/ SP-MLD/ SP-PQP/ SP-P	169.1
2	SP-SFHD	16.5
3	SP-PQP	60.6
4	SP-OS	4.8
5	SP-OS	4.2
6	SP-OS	88.7
7	SP-OS	17.5
8	SP-OS	1.2
9	SP-P	0.2
Total		**362.8**

FIGURE 2: LARGE-LOT TENTATIVE SUBDIVISION MAP



ANALYSIS

General Plan and Zoning Consistency

The 362.8-acre project site has multiple General Plan land use designations including:

- SF (Single-Family)
- SFHD (Single-Family High Density)
- MLD (Multi-Family Low Density)
- P (Parks)

- OS (Open Space)
- PQP (Public and Quasi-Public Facility)

In addition, the project site has multiple Specific Plan designations including:

- SP-SF-PD (Single-Family Residential-Planned Development)
- SP-SFHD-PD (Single-Family High Density-Planned Development)
- SP-MLD-PD (Multifamily Low Density-Planned Development)
- SP-P (Parks)
- SP-OS1 (Preserve Open Space)
- SP-OS2 (Passive Open Space)
- SP-PQP (Public/Quasi-Public)

The existing General Plan and the Specific Plan land use designations are consistent with each other and are not proposed to change as part of this project.

As no development is proposed with this specific application, the only relevant development standard applicable to the subdivision map is minimum lot area. The minimum required lot area for these properties ranges from 3,000 square feet for MLD-designated parcels up to 7,000 square feet for SF-designated parcels, with no minimum lot size requirements being applicable to the OS, P, or PQP parcels. Staff has determined that the proposed project meets the minimum lot area requirement as all nine of the newly created parcels exceed the minimum lot size requirement based on their individual Specific Plan designations. In addition, staff has determined that the proposed project will not conflict with any known applicable plans or policies by agencies with jurisdiction over the project or the project site.

Large-Lot Tentative Subdivision Map

The proposed project is a request for approval of a Large-Lot Tentative Subdivision Map to subdivide two parcels totaling 362.8 acres in size located north of White Rock Road, east and west of Oak Avenue Parkway, in the FPASP into nine individual parcels for future sale and development. The proposed Large-Lot Map is included with this report as Attachment 5. In addition, the proposed project includes the dedication of ROW consistent with the FPASP. Public utility easements (PUEs) adjacent to the IODs will also be established with the proposed project.

As discussed in the project narrative (Attachment 6), the primary purpose of the proposed project is to accommodate the sale, lease, and financing of the newly created large lots in accordance with the requirements of the Subdivision Map Act and designated land use as identified in the FPASP. No development rights are being requested, and to that effect, there is a note on the Large-Lot Tentative Subdivision Map stating so.

Future small-lot tentative maps will further subdivide the large parcels of land into smaller lots consistent with the FPASP land use and allocation map. These future tentative maps

will seek development rights after the transfer of land to the eventual developer is completed. The future parcel configurations will be consistent with the approved FPASP land use plan and will establish discreet parcels of land based on the FPASP land use boundaries (meaning, the future maps will create lots with singular land use designations, versus this LLTSM where there are large lots with multiple land use designations).

Large lots with multiple land use designations exist throughout the FPASP; it is with individual small-lot tentative maps that the smaller lots are created to be consistent with the FPASP land use boundaries. Processing and approval of a Small-Lot Tentative and Final Map and/or Planned Development Permit applications or other appropriate entitlements will be required prior to grading, construction, or any development of the parcels created by this Large-Lot Tentative Subdivision Map. Condition No. 3 is included to reflect this requirement. Requested conditions from SMUD and PG&E are also included as Attachments 7 and 8 to this report and referenced in the Conditions of Approval (COA) as COAs #24 and #25.

Staff has determined that the proposed Large-Lot Tentative Subdivision Map complies with all City requirements (Folsom Municipal Code [FMC], Chapter 16.16), as well as with the requirements of the State Subdivision Map Act (Government Code Sections 66410 *et seq.*).

ENVIRONMENTAL REVIEW

Under Public Resources Code section 21083.3, an Environmental Impact Report (EIR) for a planning or zoning action may be used to eliminate, or reduce the scope of, environmental review for later development projects that are consistent with the planning or zoning action. For purposes of this analysis, "consistent" means that the project's proposed density is equal to or less than the density for the project site in the prior planning or zoning action and the project complies with any density-related standards in the plan.

The application of CEQA to the approval of a project that is consistent with a previously approved zoning decision, community plan, or general plan, for which an environmental impact report was certified, shall be limited to effects upon the environment which are peculiar to the parcel or to the project and which were not addressed as significant effects in the prior environmental impact report. (Public Resources Code § 21083.3.) The lead agency must also consider whether substantial new information shows that impacts of the project will be more significant than described in the previous EIR, together with significant off-site and cumulative impacts that were not discussed in the previous EIR. This streamlines the review of such projects and reduces the need to prepare repetitive environmental studies (CEQA Guidelines § 15183(a)).

The City, as lead agency, has determined that the proposed project is entirely consistent with the Folsom Plan Area Specific Plan (FPASP). The FPASP is the equivalent of a

zoning code in this context because it contains its own zoning designations and therefore takes the place of the typical FMC zoning designations for project sites South of 50 covered by the FPASP.

Further, the City, as lead agency, previously certified an Environmental Impact Report/Environmental Impact Statement (EIR/EIS) for the FPASP. Because the project does not propose any development or any zoning or General Plan land use changes, it will not have any new significant or substantially more severe environmental impacts which were not addressed as significant effects in the FPASP EIR/EIS and will not result in any significant impacts that are peculiar to the parcel or to the project and which were not addressed as significant impacts in the FPASP EIR/EIS.

The City has therefore determined that the proposed project is consistent with the FPASP. As a project that is consistent with existing plans and zoning and which would not result in any new or more severe environmental effects that are peculiar to the project or the parcels or which were not previously analyzed as significant effects in the FPASP EIR/EIS, the Alder Creek West LLTSM project qualifies for the exemptions in Public Resources Code section 21083.3 and CEQA Guidelines sections 15182(c) and 15183.

The City is not required to formally adopt any analysis under CEQA to make these determinations under Guidelines sections 15182 and 15183, except for a finding regarding the implementation of previously adopted mitigation measures.

STAFF RECOMMENDATION/PLANNING COMMISSION ACTION

Move to recommend that the City Council approve a Large-Lot Tentative Subdivision Map for the Alder Creek West Large-Lot Tentative Subdivision Map project as illustrated on Attachment 5, based on the findings (Findings A-N) and subject to the conditions of approval (Conditions 1-25) attached to this report.

GENERAL FINDINGS

A. NOTICE OF HEARING HAS BEEN GIVEN AT THE TIME AND IN THE MANNER REQUIRED BY STATE LAW AND CITY CODE.

B. THE PROJECT IS CONSISTENT WITH THE GENERAL PLAN AND THE FOLSOM PLAN AREA SPECIFIC PLAN.

CEQA FINDINGS

C. THE CITY, AS LEAD AGENCY, PREVIOUSLY CERTIFIED AN ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT FOR THE FOLSOM PLAN AREA SPECIFIC PLAN.

D. THE CITY HAS DETERMINED THAT THE ALDER CREEK WEST LARGE-LOT TENTATIVE SUBDIVISION MAP PROJECT IS CONSISTENT WITH THE FOLSOM PLAN AREA SPECIFIC PLAN.

E. THE CITY HAS DETERMINED THAT NONE OF THE CIRCUMSTANCES DESCRIBED IN PUBLIC RESOURCES CODE SECTION 21166 OR CEQA GUIDELINES SECTION 15162 GENERALLY REQUIRING THE PREPARATION OF A SUBSEQUENT EIR EXIST IN THIS CASE.

F. THE CITY HAS DETERMINED THAT THE PROJECT CREATES NO NEW IMPACTS AND DOES NOT REQUIRE ANY MITIGATION MEASURES IN ADDITION TO THOSE IN THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE FOLSOM PLAN AREA SPECIFIC PLAN. APPLICABLE MITIGATION MEASURES FROM THE FPASP FEIR ARE APPLIED TO THIS PROPOSED PROJECT.

G. THE CITY HAS DETERMINED THAT THE IMPACTS OF THE ALDER CREEK WEST LARGE-LOT TENTATIVE SUBDIVISION MAP PROJECT ARE ADEQUATELY ADDRESSED BY THE FINAL ENVIRONMENTAL IMPACT REPORT AND ENVIRONMENTAL IMPACT STATEMENT FOR THE FOLSOM PLAN AREA SPECIFIC PLAN.

H. THE PROJECT IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER SECTION 15182(C) (RESIDENTIAL PROJECTS IMPLEMENTING SPECIFIC PLANS) AND 15183 (PROJECTS CONSISTENT WITH A COMMUNITY PLAN, GENERAL PLAN, OR ZONING) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES.

TENTATIVE SUBDIVISION MAP FINDINGS

I. THE PROPOSED LARGE-LOT TENTATIVE SUBDIVISION MAP IS CONSISTENT WITH THE CITY'S SUBDIVISION ORDINANCE AND THE SUBDIVISION MAP ACT IN THAT THE PROJECT IS SUBJECT TO CONDITIONS OF APPROVAL THAT WILL ENSURE THAT THE PROJECT IS DEVELOPED IN COMPLIANCE WITH CITY STANDARDS.

J. THE PROPOSED SUBDIVISION, TOGETHER WITH THE PROVISIONS FOR ITS DESIGN AND IMPROVEMENT, IS CONSISTENT WITH THE GENERAL PLAN, THE FOLSOM PLAN AREA SPECIFIC PLAN, AND ALL APPLICABLE PROVISIONS OF THE FOLSOM MUNICIPAL CODE.

K. AS CONDITIONED, THE DESIGN OF THE LARGE-LOT TENTATIVE SUBDIVISION MAP AND THE PROPOSED IMPROVEMENTS ARE NOT LIKELY TO CAUSE SUBSTANTIAL ENVIRONMENTAL DAMAGE OR SUBSTANTIALLY AND AVOIDABLY INJURE FISH OR WILDLIFE OR THEIR HABITAT.

L. AS CONDITIONED, THE DESIGN OF THE LARGE-LOT TENTATIVE SUBDIVISION MAP AND THE PROPOSED IMPROVEMENTS ARE NOT LIKELY TO CAUSE SERIOUS PUBLIC HEALTH OR SAFETY PROBLEMS.

M. THE DESIGN OF THE LARGE-LOT TENTATIVE SUBDIVISION MAP AND THE TYPE OF IMPROVEMENTS WILL NOT CONFLICT WITH EASEMENTS FOR ACCESS THROUGH OR USE OF PROPERTY WITHIN THE PROPOSED SUBDIVISION.

N. SUBJECT TO SECTION 66474.4 OF THE SUBDIVISION MAP ACT, THE LAND IS NOT SUBJECT TO A CONTRACT ENTERED INTO PURSUANT TO THE CALIFORNIA LAND CONSERVATION ACT OF 1965 (COMMENCING WITH SECTION 51200 OF THE GOVERNMENT CODE).

ATTACHMENT 2
BACKGROUND

The Folsom Plan Area Specific Plan (FPASP), approved in 2011, is a development plan for over 3,500 acres of previously undeveloped land located south of Highway 50, north of White Rock Road, east of Prairie City Road, and adjacent to the Sacramento County/El Dorado County line in the southeastern portion of the City.

The FPASP includes a mix of residential, commercial, employment and public uses, complemented by recreational amenities including a significant system of parks and open space, all within proximity to one another and interconnected by a network of "complete streets", trails and bikeways. The Specific Plan is consistent with the SACOG Blueprint Principles and the requirements of SB 375 (Sustainable Communities and Climate Protection Act).

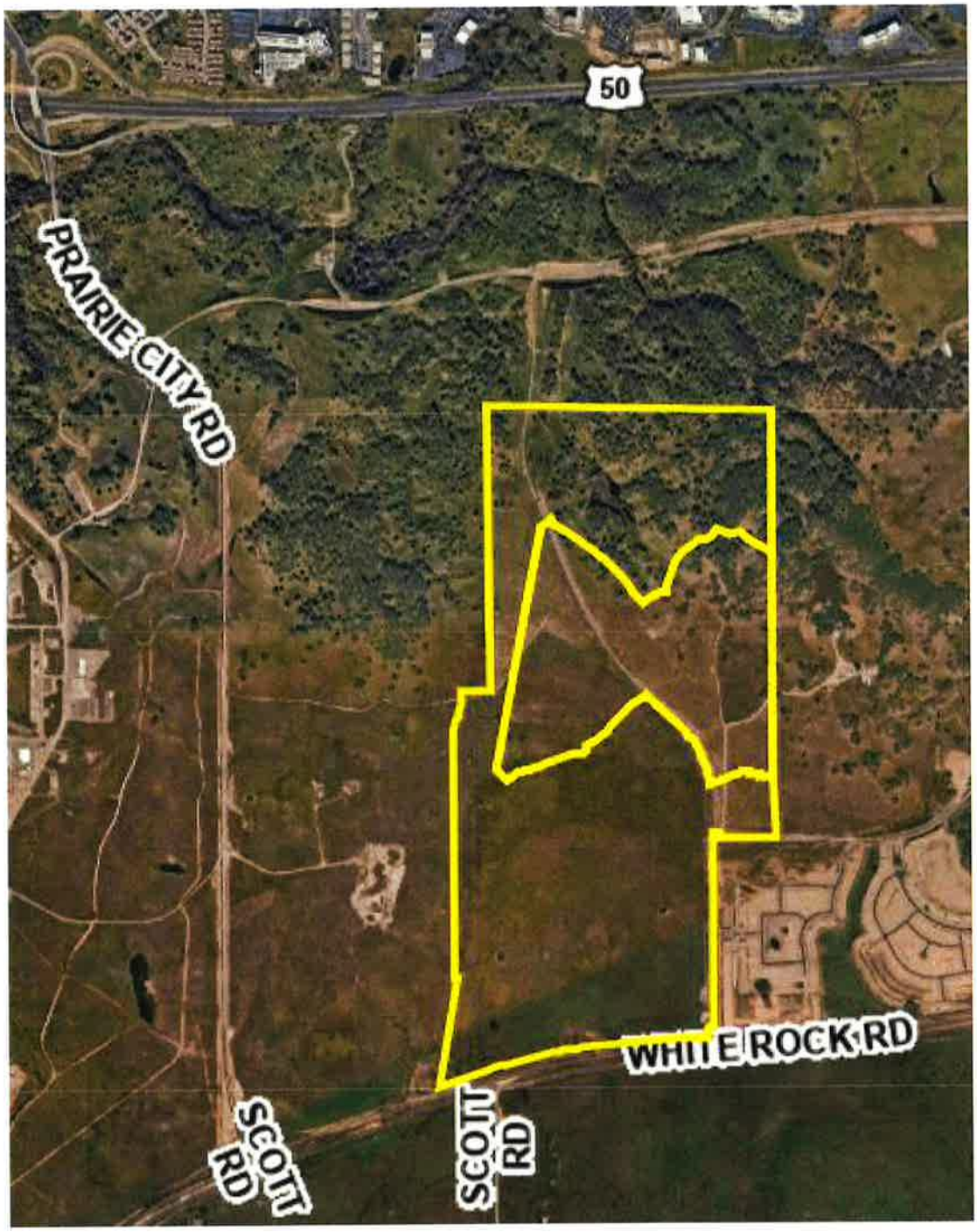
On May 24, 2016, the City Council approved an Addendum to the Folsom Plan Area Specific Plan EIR/EIS, a General Plan Amendment, a Specific Plan Amendment, and multiple Development Agreement Amendments for development of the Hillsborough GPA/SPA project on a 714-acre site located along the western edge of the Folsom Plan Area. The Hillsborough GPA/SPA project included development of 2,018 residential units, 737,000 square feet of office/industrial/retail uses, parks, and schools within the project site. The subject parcels were part of this approval.

The approved entitlements referenced above resulted in changes to the layout of General Plan and Specific Plan land use designations throughout the project site. In general, these changes included roadway realignments, relocation and resizing commercial land uses within the project area, relocation of multi-family land uses, and the placement of single-family high-density residential uses in an area previously designated as public/quasi-public (PQP) for a private school site.

On August 27, 2024, the City Council approved amendments to the Folsom Plan Area Specific Plan (FPASP) as well as amendments to the General Plan and certified a Subsequent EIR for those amendments. The amendments to the FPASP included increasing the amount of multi-family residential units in the Plan Area by 1,882.

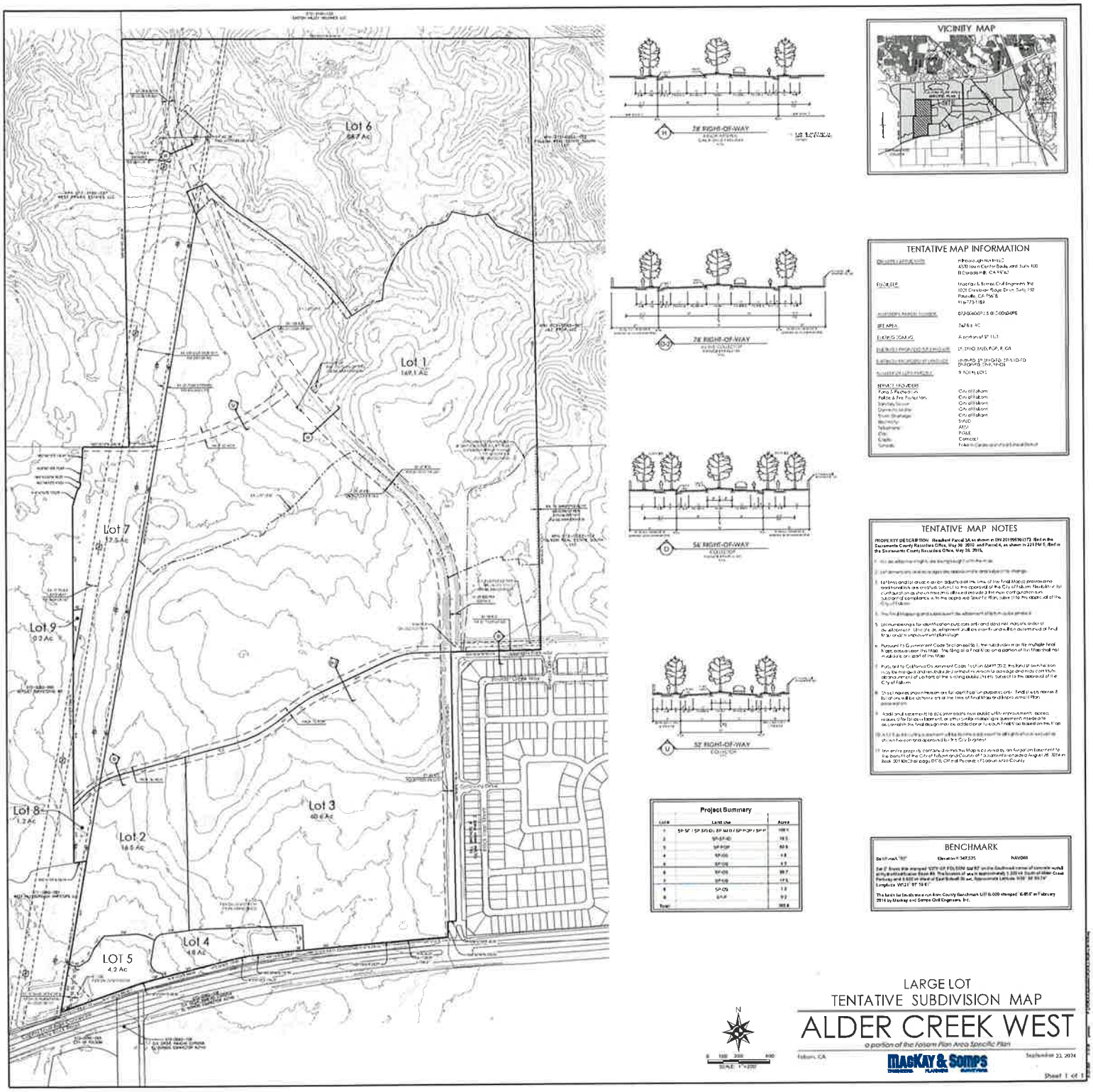
ATTACHMENT 3

Vicinity Map


50
PRAIRIE CITY RD
WHITE ROCK RD
SCOTT RD
SCOTT RD

ATTACHMENT 4

Alder Creek West Large-Lot Tentative Subdivision Map, dated September 23, 2024


Lot 6
68.7 Ac
Lot 1
149.1 Ac
Lot 7
17.5 Ac
Lot 9
0.2 Ac
Lot 8
1.2 Ac
Lot 2
16.5 Ac
Lot 3
40.6 Ac
Lot 4
4.8 Ac
LOT 5
4.2 Ac
78' RIGHT-OF-WAY
78' RIGHT-OF-WAY
56' RIGHT-OF-WAY
52' RIGHT-OF-WAY
VICINITY MAP
TENTATIVE MAP INFORMATION
TENTATIVE MAP NOTES
Project Summary
BENCHMARK
LARGE LOT
TENTATIVE SUBDIVISION MAP
ALDER CREEK WEST
a portion of the Folsom Plan Area Specific Plan
Folsom, CA
September 23, 2024
MacKAY & SOMPS
Sheet 1 of 1

ATTACHMENT 5

Project Narrative, dated December 4, 2024

FPASP | ALDER CREEK WEST - LLTSM

Project Narrative

December 04, 2024

City of Folsom, Community Development Department
50 Natoma Street, Folsom,
CA 95630

PROJECT NARRATIVE

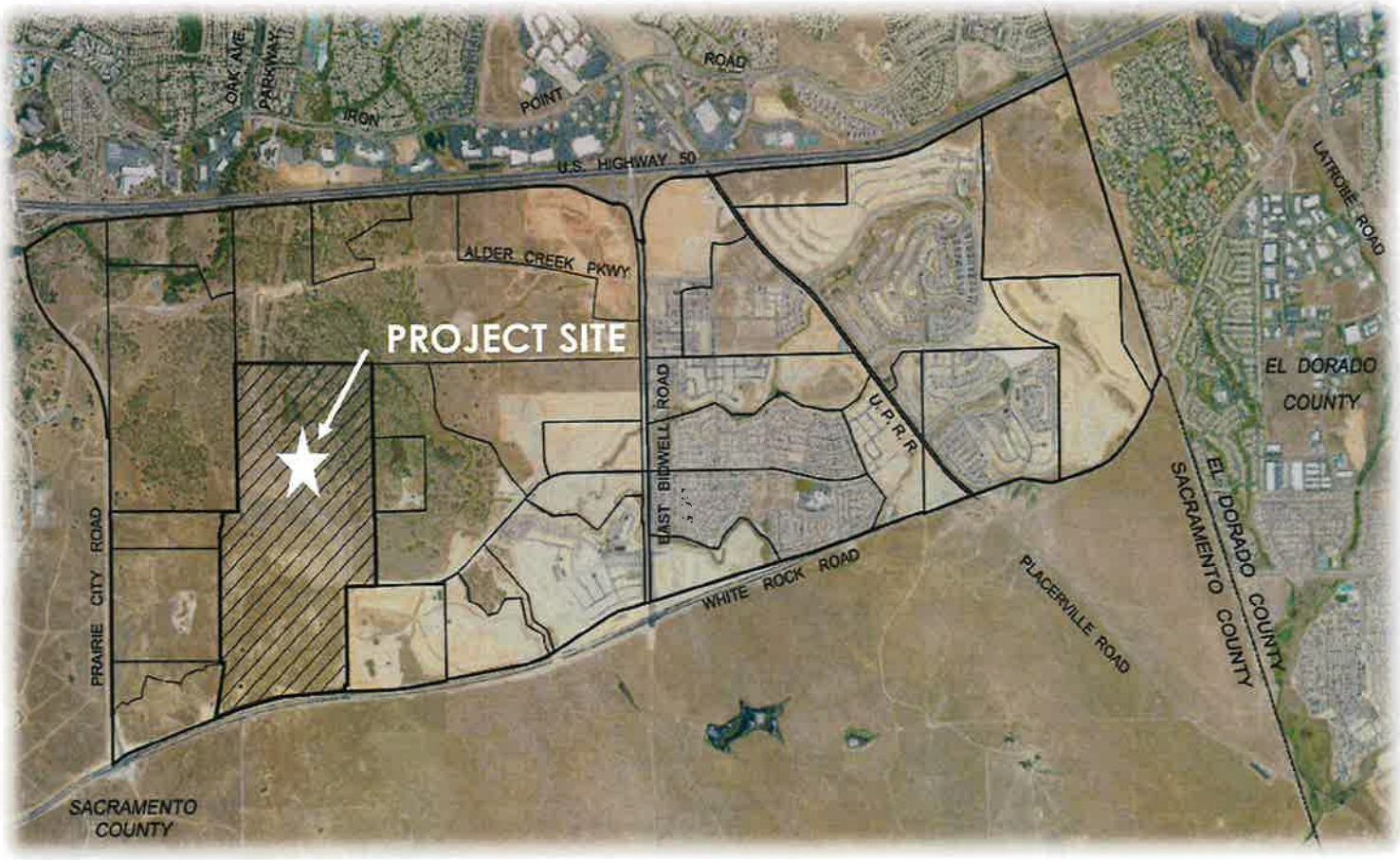
We are pleased to submit the Planning Entitlement Application for the **Alder Creek West Large Lot Tentative Subdivision Map.**

Items submitted include:

1. Project Narrative

Please contact me if you have questions, comments, or need any additional information.

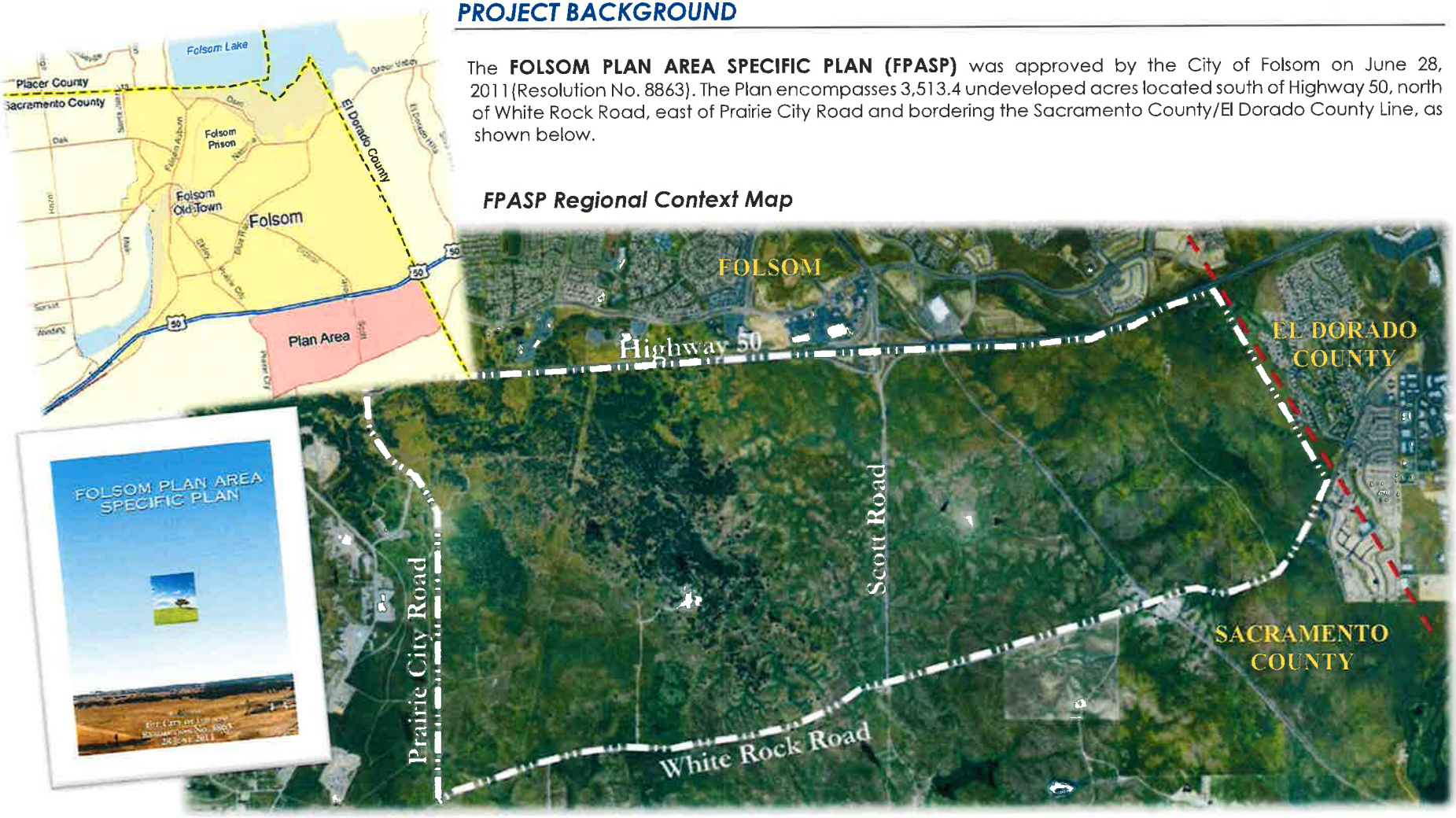
Eric Crow
MacKay & Somps Civil Engineers, Inc.
| 1025 Creekside Ridge Drive, Suite 150
Roseville, CA 95678-3575
P: 916.773.1189 | F: 916.773.2595 E:
ecrow@msce.com



PROJECT BACKGROUND

The **FOLSOM PLAN AREA SPECIFIC PLAN (FPASP)** was approved by the City of Folsom on June 28, 2011 (Resolution No. 8863). The Plan encompasses 3,513.4 undeveloped acres located south of Highway 50, north of White Rock Road, east of Prairie City Road and bordering the Sacramento County/El Dorado County Line, as shown below.

FPASP Regional Context Map



FPASP | ALDER CREEK WEST - LLTSM

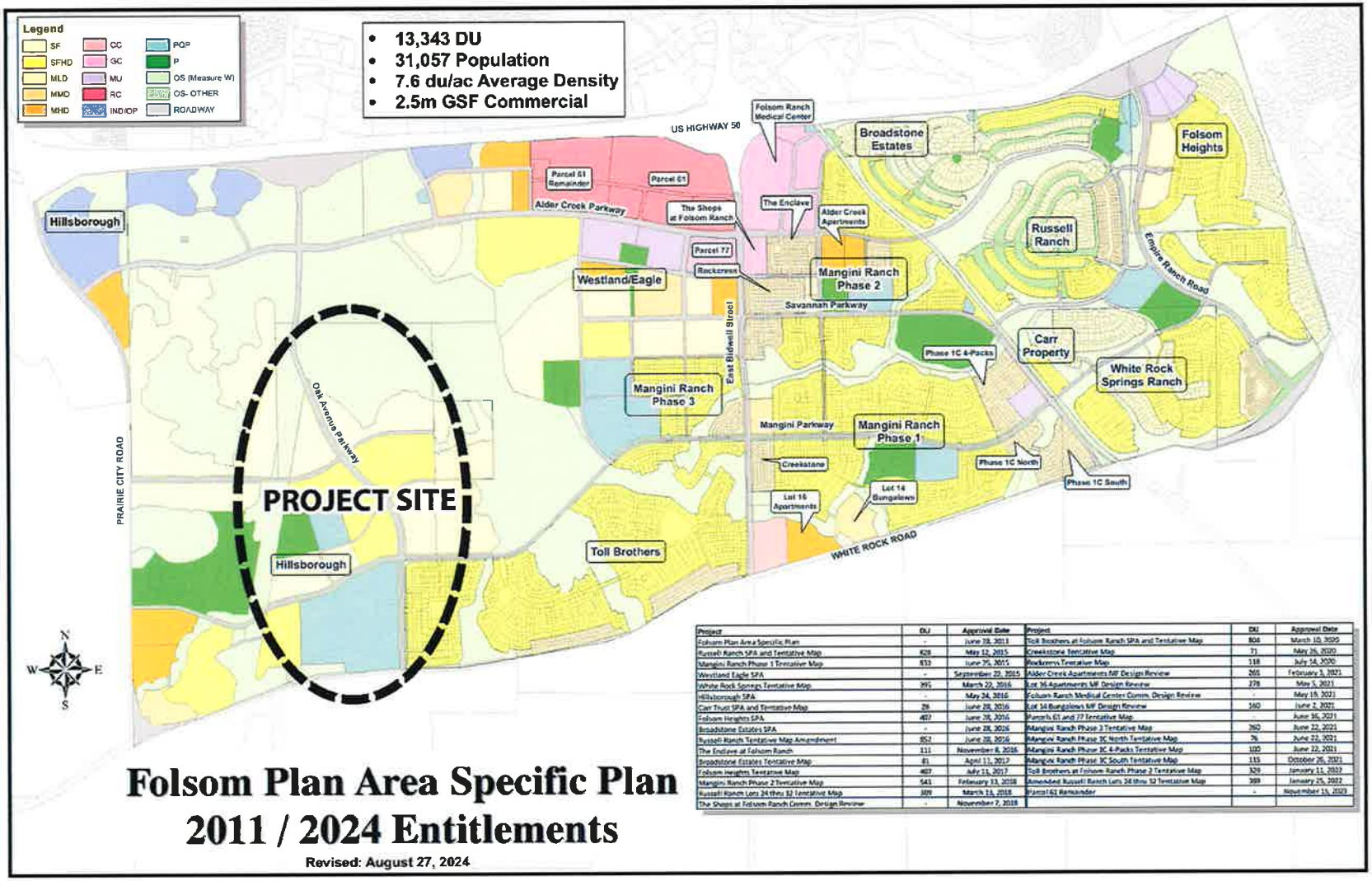
Project Narrative

PROJECT BACKGROUND:

The Folsom Plan Area Specific Plan 2011-2024 Entitlements exhibit is shown here.

This exhibit illustrates the current entitlement history and land planning status for the FPASP Plan Area.

The **Alder Creek West LLTSM area is shown here.** The Project Site is located along White Rock Road and is bisected by Oak Avenue Parkway and Mangini Parkway.



Project	DU	Approval Date	Project	DU	Approval Date
Folsom Plan Area Specific Plan	-	June 28, 2011	Toll Brothers at Folsom Ranch SPA and Tentative Map	808	March 10, 2020
Russell Ranch SPA and Tentative Map	828	May 12, 2015	Creekstone Tentative Map	77	May 26, 2020
Mangini Ranch Phase 1 Tentative Map	853	June 25, 2015	Rockcress Tentative Map	118	July 14, 2020
Westland Eagle SPA	-	September 22, 2015	Alder Creek Apartments MF Design Review	266	February 3, 2021
White Rock Springs Tentative Map	995	March 22, 2016	Lot 16 Apartments MF Design Review	278	May 5, 2021
Hillsborough SPA	-	May 24, 2016	Folsom Ranch Medical Center Comm. Design Review	-	May 19, 2021
Carr Trust SPA and Tentative Map	28	June 28, 2016	Lot 14 Bungalows MF Design Review	160	June 2, 2021
Folsom Heights SPA	407	June 28, 2016	Parcels 61 and 77 Tentative Map	-	June 16, 2021
Broadstone Estates SPA	-	June 28, 2016	Mangini Ranch Phase 3 Tentative Map	260	June 22, 2021
Russell Ranch Tentative Map Amendment	852	June 28, 2016	Mangini Ranch Phase 1C North Tentative Map	76	June 22, 2021
The Enclave at Folsom Ranch	111	November 8, 2016	Mangini Ranch Phase 1C 4-Packs Tentative Map	100	June 22, 2021
Broadstone Estates Tentative Map	81	April 11, 2017	Mangini Ranch Phase 1C South Tentative Map	115	October 26, 2021
Folsom Heights Tentative Map	407	July 11, 2017	Toll Brothers at Folsom Ranch Phase 2 Tentative Map	329	January 11, 2022
Mangini Ranch Phase 2 Tentative Map	541	February 13, 2018	Amended Russell Ranch Lots 24 thru 32 Tentative Map	399	January 25, 2022
Russell Ranch Lots 24 thru 32 Tentative Map	399	March 13, 2018	Parcel 61 Remainder	-	November 15, 2023
The Shops at Folsom Ranch Comm. Design Review	-	November 7, 2018			

FPASP | ALDER CREEK WEST - LLTSM

Project Narrative

PROJECT BACKGROUND:

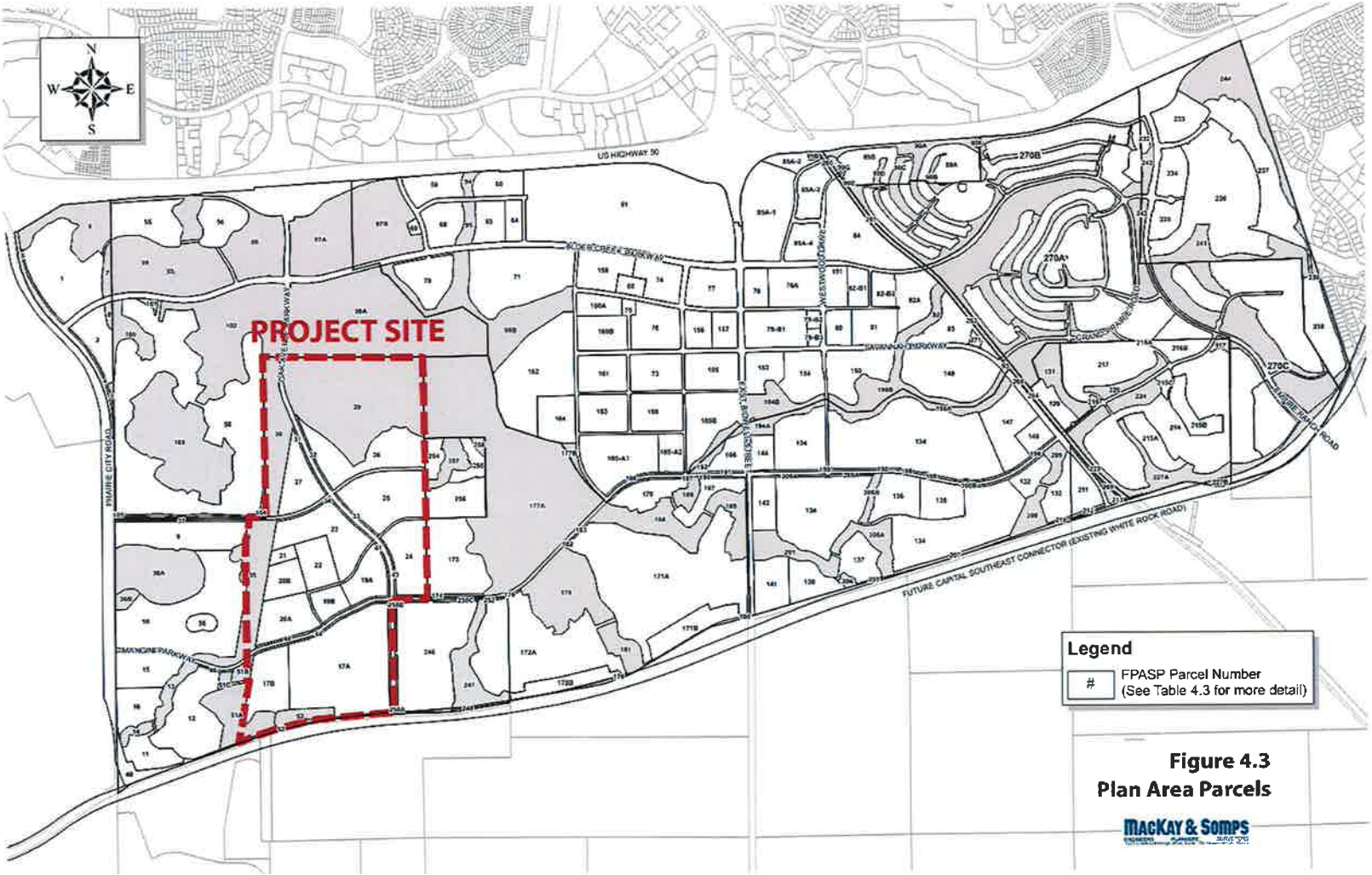


Figure 4.3
Plan Area Parcels

MacKAY & SOMPS

The FPASP Allocation Map is shown here.

The proposed Project is shown and so designated on the FPASP Allocation Map and Table.

PROJECT AREA FPASP PARCELS-

SF: 19B, 20A, 26, 27
SFHD: 17B, 19A, 23, 25
MLD: 24
PARK: 10(PTN), 20B, 21
PQP (SCHOOL): 17A, 22
OPEN SPACE & LSCAPE: 29-34, 35(PTN), 41, 43, 44, 51A(PTN), 51B(PTN) 53

The property owner is Hillsborough Norh LLC and the Assessor's Parcel Numbers are 072-0060-093 & -098.

FPASP | ALDER CREEK WEST - LLTSM

Project Narrative

PROPOSED ENTITLEMENTS SOUGHT WITH THIS APPLICATION: LARGE LOT TENTATIVE SUBDIVISION MAP (LLTSM):

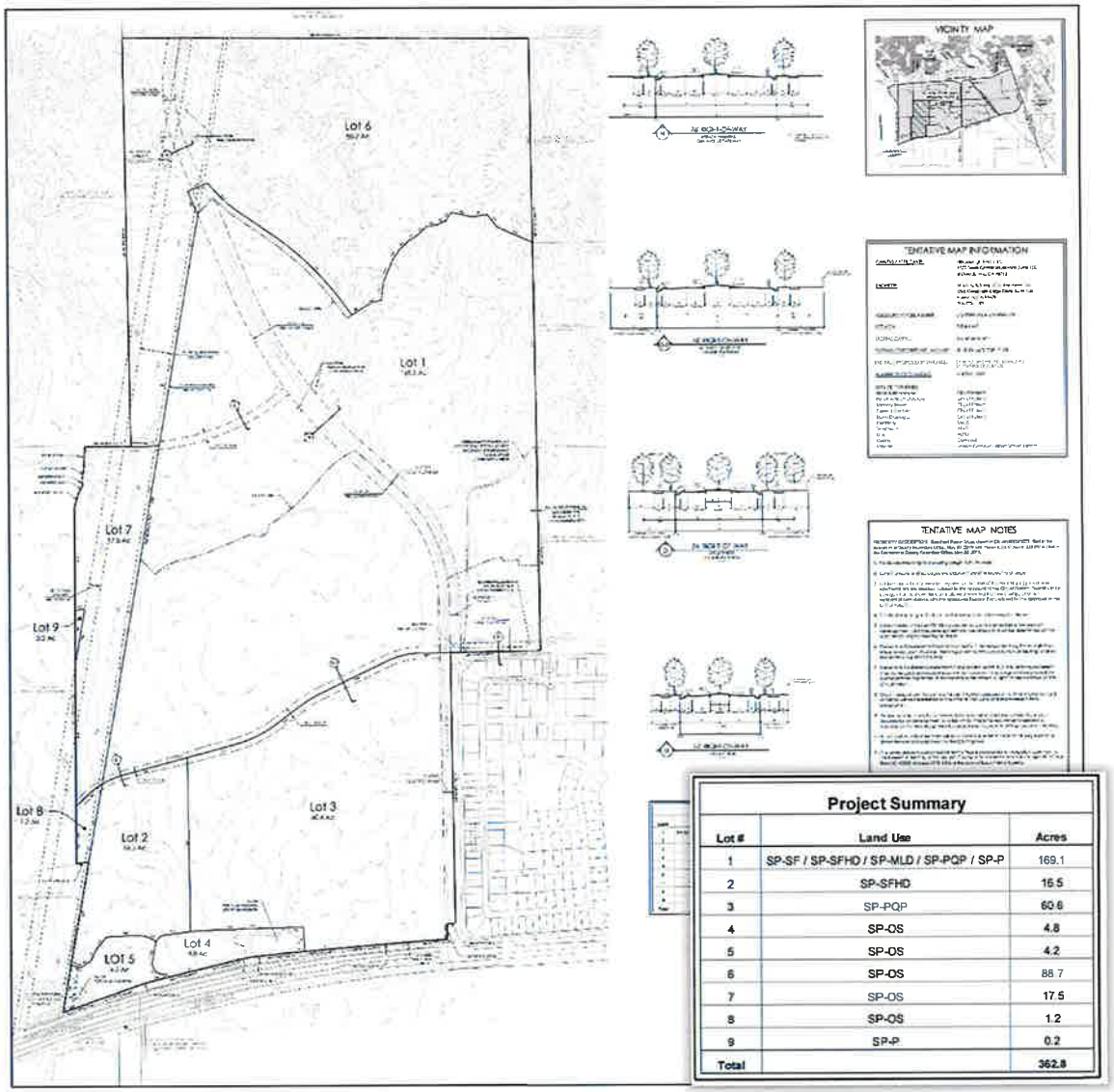
The Large Lot Tentative Subdivision Map is shown here.

The proposed Alder Creek West Large Lot Tentative Subdivision Map is a ±362.8-acre component of the FPASP generally located in the southwestern portion of the plan area. The application seeks to merge and re-subdivide the two existing parcels (A.P.N. 072-0060-093 & 098) into 9 large lots of various land uses consistent with the **FPASP Figure 4.1 – General Plan – Land Use Plan**. The existing Irrevocable Offers of Dedication (IODs) are shown on the LLTSM for specific roadways shown and designated in the FPASP. New additional proposed streets are shown as rights-of-way as requested by City staff. The street sections shown on the LLTSM are consistent with those approved in the FPASP.

With this Large Lot Tentative Subdivision Map:

- The subdivision of land is sought to create saleable parcels consistent in configuration with the FPASP.
- Large lots created by this LLTSM are sought for the purpose of sale, lease, and financing only, in accordance with the Subdivision Map Act.
- No development rights are sought with the LLTSM and there is a note on the face of the map stating so.
- Further mapping of this site will occur. Future small lot tentative maps will further subdivide the large parcels of land into smaller lots consistent with the FPASP land use designations and allocation map. These future tentative maps will seek development rights.

For more information, please see the full submittal package and/or contact the project applicant.



Project Summary

Lot #	Land Use	Acres
1	SP-SF / SP-SFHD / SP-MLD / SP-PQP / SP-P	169.1
2	SP-SFHD	15.5
3	SP-PQP	60.6
4	SP-OS	4.8
5	SP-OS	4.2
6	SP-OS	88.7
7	SP-OS	17.5
8	SP-OS	1.2
9	SP-P	0.2
Total		362.8

MacKay & Somps
ENGINEERS PLANNERS SURVEYORS

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CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Folsom City Council
Staff Report

MEETING DATE:	1/14/2025
AGENDA SECTION:	New Business
SUBJECT:	Resolution No. 11320- A Resolution Appointing Bryan Whitemyer as City Manager and Approving an Employment Agreement for Said Appointment
FROM:	City Attorney's Office

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends that the City Council pass and adopt Resolution No. 11320 to appoint Bryan Whitemyer as City Manager and approve an Employment Agreement that establishes the terms and conditions of the appointment, including salary and benefits.

BACKGROUND / ISSUE

Following former City Manager Elaine Andersen's retirement announcement, the City Council engaged executive search firm Bob Murray & Associates to recruit the City's next City Manager. The City Council met in Closed Session on December 16, 2024 pursuant to the Brown Act and unanimously expressed a desire to appoint Bryan Whitemyer as the City's next City Manager. The Council authorized Mayor Aquino and Councilmember Rohrbough to negotiate the employment terms with Mr. Whitemyer.

In accordance with the requirements of the Brown Act (Government Code §54957), the City Council will present the employment terms in open session and authorize the execution of an employment agreement in a form approved by the City Attorney. A copy of the proposed employment agreement is attached to this Staff Report as Attachment 2.

POLICY / RULE

Section 3.01 of the Folsom City Charter provides that the City Council shall appoint a City Manager through the mechanism of an employment agreement to serve as the City's chief executive and administrative officer at the pleasure of the Council.

ANALYSIS

Mr. Whitemyer has over 23 years of experience in municipal government and public administration. He comes to Folsom from the City of Oakdale where he served as its City Manager for the past 12 years. Prior to Oakdale, Mr. Whitemyer served as City Manager at the City of Hughson from 2010 to 2013, and Assistant City Manager at the City of Patterson from 2007 to 2010.

Mr. Whitemyer holds a bachelor's degree in international studies from Brigham Young University and a master's degree in public administration from California State University, Stanislaus. He is a member of the International City Management Association (ICMA) and a representative of the Central Valley City Manager's Division at the League of California Cities.

Following the December 16, 2024 City Council meeting and at the direction of the City Council, Mayor Aquino and Councilmember Rohrbough consulted with Mr. Whitemyer regarding the proposed terms and conditions of his appointment. The resulting Employment Agreement is attached for Council review and approval.

Until Mr. Whitemyer assumes his position as City Manager on March 10, 2025, Dan Haverty will continue to serve as Interim City Manager at the City of Folsom.

ORAL REPORT REQUIRED

Government Code Section 54953(c)(3) requires the City Council to orally report in open session a summary of the salary, salary schedules, and compensation in form of fringe benefits for local agency executives, before the City Council may take final action on such compensation. The position of City Manager is a "local agency executive" for whom such an oral report is required. Before taking action on this item, the following script should be read by the City Clerk:

Oral Report

"In accordance with Government Code Section 54953(c)(3), a summary of the City Manager's salary and benefits is reported as follows:

The salary for the assignment of City Manager will be $310,000 per year. The City Manager will also receive deferred compensation of 7.5%, a monthly auto allowance of $500, monthly expense allowance of $200, and monthly tech allowance of $100.

Consistent with other Executive Management employees of the City of Folsom, the City Manager is eligible for health benefits which include vision, dental, and comprehensive medical insurance. Other benefits include life and disability insurance as well as workers' compensation coverage. Paid time off includes holidays, administrative leave, annual leave, sick leave, and leave accruals on the same basis as other Executive Management employees. Further benefits include PERS Member Retiree benefits and deferred compensation plans."

FINANCIAL IMPACT

Compensation for the City Manager is already budgeted in the FY 2025-2026 City budget.

ENVIRONMENTAL REVIEW

The appointment of the City Manager is not a project under the California Environmental Quality Act. No environmental review is required.

ATTACHMENTS

1. Resolution No. 11320- A Resolution Appointing Bryan Whitemyer as City Manager and Approving an Employment Agreement for Said Appointment

2. Employment Agreement for the City Manager

Respectfully submitted,

_____

Steven Wang, City Attorney

ATTACHMENT 1

Resolution No. 11320- A Resolution Appointing Bryan Whitemyer as City Manager and Approving an Employment Agreement for Said Appointment

RESOLUTION NO. 11320

A RESOLUTION APPOINTING BRYAN WHITEMYER AS CITY MANAGER AND APPROVING AN EMPLOYMENT AGREEMENT FOR SAID APPOINTMENT

WHEREAS, Section 3.01 of the Folsom City Charter provides that the City Council shall appoint a City Manager to be the Chief Executive Officer of the City based on administrative qualifications; and

WHEREAS, Section 3.01 further provides that the City Council establish terms and conditions of that employment through the mechanism of an employment agreement; and

WHEREAS, the City Council has met in closed session as authorized by the Brown Act to consider the employment of the City Manager; and

WHEREAS, the City Council has unanimously selected Bryan Whitemyer as the City's next City Manager.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Folsom that the Mayor is authorized to execute an Employment Agreement, in a form approved by the City Attorney, with Bryan Whitemyer to be the City Manager of the City of Folsom.

PASSED AND ADOPTED this 14th day of January, 2025 by the following roll-call vote:

AYES: Councilmember(s):

NOES: Councilmember(s):

ABSENT: Councilmember(s):

ABSTAIN: Councilmember(s):

_____
Sarah Aquino, MAYOR

ATTEST:

_____
Christa Freemantle, CITY CLERK

ATTACHMENT 2

Employment Agreement for the City Manager

CITY OF FOLSOM

EMPLOYMENT AGREEMENT FOR THE CITY MANAGER

THIS AGREEMENT, the effective date of which shall be the _____ day of January, 2025, is by and between the City of Folsom, State of California, a municipal corporation, hereinafter referred to as "Employer," and Bryan Whitemyer, hereinafter called "Employee."

RECITALS

WHEREAS, the City Council shall appoint a City Manager through the mechanism of an Employment Agreement to serve at the pleasure of the City Council, and the City Council wishes to retain Employee in the position of City Manager; and

WHEREAS, pursuant to the provisions of the Folsom City Charter and Chapter 2.08 of the Folsom Municipal Code, the City Council has determined that Employee shall be the City Manager of the City of Folsom; and

WHEREAS, it is the desire of the City Council to establish terms and conditions of employment; establish compensation and certain benefits; provide a procedure to set goals and objectives to be met and the measurement thereof; provide for a review and evaluation of performance; provide for termination, if necessary; and provide for other subjects related to the status of Employee within this Employment Agreement; and

WHEREAS, the City Council has determined the salary and benefits for this position as outlined in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, it is the desire of the City Council to secure and retain the services of Employee and to provide inducement for him to remain in such employment and to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; and

WHEREAS, Employee desires to accept employment with the City of Folsom in the position specified above.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Duties

City Council hereby agrees to employ Employee as City Manager of Employer to perform such legally permissible and proper duties and functions as prescribed by the Municipal Code and/or as the City Council may lawfully assign. Employee shall commence his duties on March 10, 2025, and salary and all accruals provided herein shall begin with commencement of his duties.

Section 2. Term, Termination, Resignation and Severance Pay

A. Notwithstanding any code, ordinance, law or provision to the contrary, the term of this Agreement is four years, with an option to extend for an additional four years on March 10, 2029 unless one of the parties notifies the other by March 10, 2028 of its intention not to extend the Agreement. Notwithstanding the foregoing, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, subject to the provisions of the City Charter, Chapter 2.08 of the Folsom Municipal Code, and this Agreement. Employee may resign at any time from his position with Employer subject to providing sixty (60) days advance written notice to Employer, unless the parties hereto otherwise agree, in writing, to a different notice period.

B. In the event Employee resigns or is terminated by the City Council, Employer agrees to pay Employee any accrued and unpaid salary and the cash value of any accrued annual leave or administrative leave, all subject to federal and state withholding requirements. Such amount shall be paid within thirty (30) days of resignation or termination.

C. In the event Employee is terminated by the City Council, Employer agrees to pay Employee a lump sum cash severance payment as set forth on Exhibit "A," attached hereto. The severance payment shall be the equivalent of the cash value of the monthly salary provided to the Employee without benefits or accrual of annual, vacation, sick or administrative leave during that time period. Employer agrees to make this payment, less withholdings, within thirty (30) days of termination. If Employee is terminated for reasons of criminal misconduct which would amount to a misdemeanor or higher offense under the Penal Code, acts constituting moral turpitude, conflicts of interest or incompatibility of office occurring in the course of employment, whether charges are filed or not, Employer shall have no obligation to make any payments to Employee under this section. If Employee is terminated as a result of a conviction of an offense amounting to a misdemeanor or higher under the Penal Code, or for committing acts constituting moral turpitude, conflicts of interest or incompatibility of office occurring outside the course of his employment, Employer shall have no obligation to make any payments to Employee under this section.

D. In the event Employee is convicted of a crime that involves abuse of his position or office as defined in Government Code section 53243.4, Employee must fully reimburse the Employer for specified funds pursuant to Government Code section 53243, *et seq.*, as set forth below:

1. If Employee is placed on paid administrative leave pending an investigation by the City of any potential abuse of his position, Employee shall be required to fully reimburse the City the cost of the paid administrative leave if he is convicted of a crime involving an abuse of his position.

2. Notwithstanding any other provisions of this Agreement, if Employee has been provided legal criminal defense counsel regarding a charge involving the abuse of his position, Employee must fully reimburse the City for the cost of that counsel if Employee is convicted of a crime involving an abuse of his position.

3. Notwithstanding any other provisions of this Agreement, if this Agreement is terminated, any cash settlement related to the termination that Employee may receive from the

Employer shall be fully reimbursed if Employee is convicted of a crime involving an abuse of his position.

Section 3. Compensation

A. Employee's base salary on the effective date of this Agreement shall be payable in installments at the same time as other employees of Employer are paid in the amount set forth in Exhibit A. Employee's salary is reflective of the salary for similar positions in a comparable employment market, based upon a salary survey and takes into account the special expertise, experience and job duties of Employee.

B. The City Council shall review Employee's performance annually, and shall determine compensation based upon Employee's performance.

Section 4. Expense Allowance and Reimbursement

A. Employer's duties require that Employee incur expenses that may not be eligible for reimbursement by the City, but which are nonetheless incurred by Employee in the course of the performance of those official duties and/or functions. Accordingly, to encourage Employee to participate, attend or contribute to events, activities or organizations that enhance and promote the image and interests of the City, the City Council hereby provides to Employee an expense allowance in the fixed amount per month as set forth on Exhibit A as part of Employee's total compensation package.

B. The expense allowance is not intended to prevent or prohibit Employee from seeking reimbursement for expenses that are eligible for reimbursement pursuant to state law and/or City policy, such as travel, lodging or meal expenses incurred while on official business.

C. The expense allowance shall be treated as income and shall be subject to all applicable federal and state taxation requirements. The expense allowance is not contingent on proof of actual expenses incurred by Employee, and Employee shall not be required by the City to maintain any record of non-reimbursable expenses.

D. As an inducement to Employee to accept this Agreement, Employer agrees to reimburse Employee for moving expenses in an amount not to exceed $15,000.00. Employee understands and agrees that the moving expenses reimbursement is not renewable and shall extinguish upon full payment.

E. As a further inducement to Employee to accept this Agreement, Employer agrees to reimburse Employee for housing expenses not to exceed a total of $18,000. Employee understands and agrees that the housing expenses reimbursement is not renewable and shall extinguish upon full payment.

Section 5. Auto Allowance

Employer's duties require that Employee have transportation readily available for his unrestricted use during his employment with Employer, and, to the end of assuring that Employee has a vehicle available, the City Manager shall be granted an automobile allowance as set forth on Exhibit A, payable in monthly installments in the regular payroll process.

Section 6. Performance Evaluation

The City Council and Employee shall meet at least once annually to mutually establish goals and performance objectives desired by the City Council to be accomplished during the next year.

Section 7. Administrative Leave

A. Administrative leave shall be commensurate with required job commitments beyond normal work hours, such as attendance at meetings of the City Council and various boards and commissions. It is recognized that Employee has significant job requirements and commitments beyond normal work and Employee shall be credited with administrative leave annually in the amount provided in Exhibit A to this Agreement. Administrative leave shall be credited to Employee on the first day of each calendar year in the full amount specified in Exhibit A.

B. Administrative leave may be used for leave purposes only and has no cash value, except in the event of termination. Administrative leave shall be capped at 80 hours and must be used during the calendar year. Unused hours shall not roll over to subsequent years.

C. In the event of termination, except termination for cause, Employee shall be paid for any unused Administrative Leave on an hour for hour basis.

Section 8. Annual and Sick Leave

Employee shall accrue annual and sick leave as follows:

A. Employee shall accrue, and have credited annual leave at the rate set forth in Exhibit A attached to this Agreement. Annual leave shall be comprised of sick leave, personal leave and vacation.

B. There is an annual leave cap of 320 hours. Employee may accrue the unused portion of any earned annual leave up to 320 hours of annual leave. If Employee reaches an Annual Leave balance of 320 hours, Annual Leave will cease to accrue and Employee will begin accruing Sick Leave until the Annual Leave balance falls below 320 hours. When Employee is accruing Sick Leave, it shall accrue at the same rate as Annual Leave (24 hours per month). Sick Leave would continue to accrue thereafter at the rate of 24 hours per month until and unless the Annual Leave bank balance is below 320 hours.

C. Sick leave may only be used by Employee for purposes enumerated in the City Personnel Rules. Accrued sick leave cannot be cashed out and has no cash value. There is no maximum on the number of hours of sick leave Employee may accrue. Consistent with PERS law, sick leave may be converted to service credit for purposes of retirement.

D. A maximum of 40 hours of accrued Annual Leave is eligible to be cashed out per fiscal year, except upon termination of employment or retirement from the City of Folsom.

E. If Employee participates in voluntary contributions to a 401A plan with annual leave, nothing in this section is intended to affect such contributions provided the contributions are at no cost to the City.

Section 9. Other Benefits

A. Employee shall be entitled to receive the benefits delineated below in the amounts specified in Exhibit A attached to this Agreement. The benefits provided shall be with plans and as provided to other employees in the City. Benefits provided include:

1. Health, Dental and Vision Insurance (payment of premiums)
2. Life Insurance (payment of premiums)
3. Short and long-term disability insurance (payment of premiums)
4. Deferred Compensation
5. Workers' Compensation coverage for on-the-job injuries or illnesses

B. Employer intends to provide Employee with benefits at least equivalent to those benefits available to other City employees. To the extent other benefits are granted to City employees which are not included in this Agreement, the City Council shall consider whether to amend this Agreement to provide such benefits to Employee.

C. Additional and other benefits may be provided to Employee, at the discretion of the City Council, and shall be set forth in Exhibit A.

D. Employer reserves its right to make changes from time to time in the benefits offered and the cost of such benefits to active or retired employees, both before and after retirement.

Section 10. Retirement

Employer agrees to make employer contributions to the California Public Employees Retirement System (PERS) for the 2.0% at 55 PERS plan on behalf of Employee. Employee shall have the employee portion of the PERS contribution regularly deducted from his salary by the City and forwarded to PERS, which account shall accrue to the benefit of Employee. Employee's retirement shall be calculated based on his highest average annual compensation during his last consecutive 36-month period of employment with the Employer. Employee shall pay 100% of the Employee contribution to the PERS Retirement benefit. If Employer modifies the retirement plan provided to other current non-safety employees, then Employee's plan shall conform to the modified plan.

Section 11. Official Travel and Professional Development

Employer shall pay the reasonable travel and subsistence, registration and incidental expenses of Employee incurred for official travel, meetings, and events, and Employer shall pay for the reasonable expenses related to the professional growth and development, and/or professional certification of Employee.

Section 12. Dues and Subscriptions

Employer agrees to pay for the reasonable professional dues and subscriptions of Employee necessary for his continuation and participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and knowledge enhancement, and for the benefit of Employer.

Section 13. Team Building and Executive Team Development

The City Council and Employee acknowledge the importance of team building and executive team development and the City Council supports reasonable programs and activities, as determined by the City Manager, to achieve a cohesive and performance-oriented management team.

Section 14. Defense and Indemnification

To the extent required by state law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties for the position specified in this Agreement. Employer may, in its sole discretion, compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon when, in the judgment of Employer such is the most advisable course of action, but in any event, will defend and indemnify Employee. This provision shall survive any termination or resignation of the Employee or expiration of this Agreement. This paragraph is not intended to provide any rights in excess of those rights provided by state law.

Section 15. Notices

A. Notices pursuant to this Agreement shall be given by first class mail addressed as follows:

1. EMPLOYER: City Council
City of Folsom
50 Natoma Street
Folsom, California 95630

Any Notice to the City Council shall include a copy to the City Attorney at the same address.

2. EMPLOYEE: Bryan Whitemyer

_____

_____

B. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice.

C. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the U.S. Postal Service.

Section 16. Relationship with City Attorney

Notwithstanding the power of the City Manager to appoint all employees of the City, including the City Attorney, Employee hereby acknowledges that pursuant to the Rules of Professional Conduct of the State Bar of California, the City Attorney's client is the City. Employee further acknowledges that the City Attorney is required to advise the City Council if the City Attorney believes that the City Manager has acted, or intends to act in a manner which is likely to result in damage, injury or liability to the City, or has refused to act to prevent such damage, injury or liability. Employee shall take no action to prohibit the City Attorney from fulfilling such responsibilities.

Section 17. General Provision

A. The text hereof shall constitute the entire Agreement between the parties and shall supersede any and all prior agreements and amendments between the parties. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by a representative of the City Council and the Employee.

B. This Agreement shall be binding on and inure to the benefit of the heirs at law and executors of Employee.

C. If any provision or any portion of the Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

D. The Agreement shall become effective immediately upon the execution by both parties.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

IN WITNESS WHEREOF, the Mayor of the City of Folsom, California, pursuant to authority granted to her by the City Charter and Folsom Municipal Code, hereby signs this Agreement on behalf of the City of Folsom as Employer, and Bryan Whitemyer, as Employee, hereby signs this Agreement, both parties agreeing to the terms and provisions set forth herein.

APPROVED AND AUTHORIZED:

Date: _____

_____
Sarah Aquino, Mayor of the City of Folsom
For the City of Folsom – Employer

ACCEPTED AND AGREED TO:

Date: _____

_____
Bryan Whitemyer
Employee – City Manager

ATTEST:

_____
Christa Freemantle
City Clerk

APPROVED AS TO FORM:

_____
Steven Wang
City Attorney

EXHIBIT "A"

CITY MANAGER
TOTAL COMPENSATION

Base Salary: $310,000.00 per year

Benefits:

PERS:	2.0% at 55. Employee shall pay his PERS employee contribution.
Deferred Comp:	457 plan. Choice of 3 carriers; City pays 7.5% of Employee's salary per month to the plan of Employee's choice with no matching contribution required of Employee.
Auto Allowance:	$500 per month.
Expense Allowance:	$200 per month.
Tech Allowance:	$100 per month.
Holidays:	13 paid City holidays (inclusive of one floating holiday).
Admin Leave:	80 hours per year. Effective March 10, 2025, Employee will have 80 hours of Administrative Leave available to him. In subsequent years, administrative leave shall be credited in January. Any unexpended hours shall not "roll over" to the following year and shall have no cash value upon separation.
Annual Leave:	Effective March 10, 2025, Employee will have 120 hours of annual leave available to him. Thereafter, annual leave shall accrue at the rate of 24 hours per month.

Employee shall use Annual Leave as follows:

A. Employee may accrue the unused portion of any earned annual leave up to a maximum of 320 hours; Employee may not accrue more than 320 hours of Annual Leave. If Employee reaches an Annual Leave balance of 320 hours, Annual Leave will cease to accrue and employee will begin accruing Sick Leave until the Annual Leave balance falls below 320 hours.

B. A maximum of 40 hours of accrued Annual Leave is eligible to be cashed out per fiscal year, except upon termination of employment or retirement from the City of Folsom.

C. If Employee participates in voluntary contributions to a 401A plan (if

available) with annual leave, nothing in this section is intended to affect such contributions provided the contributions are at no cost to the City.

Sick Leave:

A. Effective March 10, 2025, Employee will have 120 hours of Sick Leave available to him. Thereafter, Employee shall not accrue Sick Leave unless employee's Annual Leave balance is in excess of 320 hours.

B. When Employee is accruing Sick Leave, it shall accrue at the same rate as Annual Leave (24) hours per month). As an example, should Employee have an Annual Leave bank of 310 hours and accrue 24 hours of leave the following month, 10 hours would accrue as Annual Leave and 14 would accrue as Sick Leave. Sick Leave would continue to accrue thereafter at the rate of 24 hours per month until and unless the Annual Leave bank balance is below 320 hours.

C. Sick leave may be used by Employee for illness or injury as set forth in City Personnel Rules.

D. Upon amendment of the City's contract with PERS to permit Sick Leave to be converted to service credit for purposes of retirement, Employee may participate in the program if program participation is available to Employee.

E. Accrued sick leave shall not be cashed out and shall have no cash value.

F. There shall be no maximum on the number of hours of sick leave Employee may accrue.

Health Insurance: City pays the health insurance premium for Employee, Employee plus 1 or Employee plus family up to the maximum insurance premium rate offered to other Executive Management employees of the City. Employee shall provide contributions to health insurance premiums to the same level required of other City employees.

In the event Employee declines the City's health insurance coverage, Employee shall receive a cash back payment in the amount of $250 per month for each month Employee does not participate in the City's health insurance plan, commencing on the Effective Date of this Agreement. Employee understands and acknowledges that Employee may re-enroll in the City's health insurance plan only during the annual open enrollment period.

Employee may participate in any adopted Health Savings Account adopted by the City, at no cost to the City.

Dental Insurance: City pays 80% of the dental insurance premium for Employee, Employee plus 1 or Employee plus family for dental insurance

coverage offered to other employees of the City. If Employee elects dental coverage, Employee will contribute 20% of the monthly premium. If Employee does not elect dental coverage or drops coverage at any time in the future, Employee must wait 2 years to be eligible for dental coverage.

Vision Insurance: City pays 80% of the insurance premium for Employee, Employee plus 1 or Employee plus family for vision eye insurance coverage offered to other employees of the City. If Employee elects vision coverage, Employee will contribute 20% of the monthly premium. If Employee does not elect vision coverage or drops coverage at any time in the future, Employee must wait 2 years to be eligible for vision coverage.

Life Insurance: City pays 100% of the premium for a $100,000 life insurance policy on policies offered to other Executive Management employees of the City. The life insurance may be portable at no additional cost to the City.

Disability: City pays 100% of the monthly premium for both short and long-term disability insurance policies on policies offered to other employees of the City.

Retiree Medical: The City reserves its right to make changes from time to time in the health benefits offered and the cost of such insurance coverage to active or retired employees, both before and after retirement. Employee acknowledges City's right.

The City has established a Health Reimbursement Arrangement (HRA) for employees not covered under, or eligible for other retiree health care. The City shall contribute $25 per pay period into the HRA or equivalent mechanism determined by the City and as permissible by law.

Pursuant to applicable law, the City may establish a tax-exempt Voluntary Employee Benefit Association (VEBA), Retiree Health Savings Account (RHSA) or other mechanism for all employees to save for additional Retiree health insurance and provide a mechanism whereby employees may voluntarily contribute toward future costs of retiree health insurance premiums and related expenses. Should such a program be established, Employee shall be permitted to participate if eligible.

Effective September 1, 2019, employees who retire from City service must have at least 120 months of continuous service as City employee to qualify for dental and vision insurance benefits provided to active employees. If Employee elects this coverage, City shall contribute 5% of the premium per year of City service, up to an 80% City contribution. If Employee does not elect either

vision or dental coverage or drops coverage at any time in the future, Employee must wait 2 years in order to be eligible for coverage.

Retiree Life Ins: City pays 100% of the premium for a $70,000 life insurance policy for Retired Directors on policies offered to other Retired Department Directors of the City.

Severance: Twelve (12) months' base salary without benefits, and no accrual of annual or administrative leave during that time period. If the number of months remaining on the contract upon discharge is less than the number of months provided for severance, then pursuant to Government Code section 3511.1 and 53260, Employee's severance sum shall be equivalent to the number of months remaining on the contract. Severance shall not include the value of any accrual of annual or administrative leave.

Dated: _____

_____
BRYAN WHITEMYER

Folsom City Council
Staff Report

MEETING DATE:	1/14/2025
AGENDA SECTION:	New Business
SUBJECT:	Resolution No. 11319- A Resolution Receiving Report from the Community Development Department on the Approval of a Parcel Map Waiver for the Sendero Residential Condominium Project
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends that the City Council approve Resolution No. 11319 to receive a report from the Community Development Department on the approval of a Parcel Map Waiver for a Residential Condominium Project by the Planning Commission pursuant to Folsom Municipal Code Section 16.24.080(E).

BACKGROUND / ISSUE

When an applicant is proposing to develop condominiums on a single parcel, they may request a Parcel Map Waiver from the Planning Commission. Folsom Municipal Code (FMC) Section 16.24.080(E) requires that, if the Planning Commission approves or conditionally approves a Parcel Map Waiver, the Community Development Department must make a written report to the City Council. The applicant, Tri Pointe Homes Holdings, Inc., requested approval of a Parcel Map Waiver (Residential Condominiums) and Design Review for the development of a 136-unit residential condominium community, referred to as the Sendero (Mangini Ranch Lot 14) project. The project is located on a 9.5-acre site on the east side of Southpointe Drive and Cormorant Drive in the Mangini Ranch Phase 1 Subdivision portion of the Folsom Plan Area Specific Plan (FPASP). Approval of an Inclusionary Housing Plan was also requested.

All requests were subject to review and approval by the Planning Commission, which considered the project at its November 20, 2024, meeting. The Planning Commission approved all requests unanimously. However, as noted above and further described in the "Policy/Rule" section of this report, the FMC requires the Community Development Department to make a written report to the City Council. Further, the City Council may vote to review the Parcel Map Waiver and conditions.

Staff supports the Parcel Map Waiver granted by the Planning Commission, and recommends that the City Council approve the Resolution confirming the waiver.

POLICY / RULE

FMC Section 16.24.080(E) requires that, if a Parcel Map Waiver is approved or conditionally approved, the Community Development Department shall make a written report to the City Council. FMC Section 16.24.080(E) further states:

> "...If the city council, by a majority vote, decides to review the waiver and conditions, it shall conduct a public hearing after giving notice pursuant to Section 16.16.070(A)...The city council may add, modify or delete conditions if the city council determines that such changes are necessary to ensure that the waiver conforms to the Subdivision Map Act and this code. The city council may deny the waiver on any of the grounds contained in this title."

ANALYSIS

Staff is providing this written report with a recommendation that the City Council confirm the Planning Commission's approval of the Parcel Map Waiver through approval of Resolution No. 11319. In its action, the Planning Commission made all necessary findings for approving the Parcel Map Waiver, including that it is consistent with the City of Folsom 2035 General Plan, the Folsom Plan Area Specific Plan, the City's Subdivision Ordinance, and the Subdivision Map Act. The Planning Commission further found that the site is physically suitable for the type and density of development proposed, and that project would not likely cause substantial environmental damage or serious public health or safety problems. If the Council follows staff's recommendation, it will forego review of the Parcel Map Waiver, and the Planning Commission approval will stand consistent with FMC Section 16.24.080(E).

FINANCIAL IMPACT

No financial impact is anticipated with the approval of the Parcel Map Waiver as the project will not result in any changes to the total number of residential units within the FPASP.

ENVIRONMENTAL REVIEW

Staff is requesting that the City Council confirm the Planning Commission's action approving the Parcel Map Waiver. There is no action pending to again approve the Parcel Map Waiver itself, therefore, the request to the City Council is not considered a project under the California Environmental Quality Act (CEQA). Should the Council choose not to approve the proposed Resolution and request that the Parcel Map Waiver be added to a subsequent hearing calendar for review, further environmental review under CEQA may be required.

For context, a CEQA Exemption and Streamlining Analysis was completed for an earlier proposed development on the project site. It was determined that the project was a residential project consistent with an approved Specific Plan for which an Environmental Impact Report (EIR) was prepared. Per CEQA Guidelines Section 15182(c), these projects are exempt from further environmental analysis, provided they meet certain criteria (which the project met). It was found

that the Sendero (Mangini Ranch Lot 14) project qualified for the Exemption under Section 15182(c).

ATTACHMENTS

1. Resolution No. 11319- A Resolution Receiving Report from the Community Development Department on the Approval of a Parcel Map Waiver for the Sendero Residential Condominium Project
2. Planning Commission Staff Report, dated November 20, 2024 (without attachments)
3. Minutes from November 20, 2024, Planning Commission meeting
4. Preliminary Site Plan for Condominium Purposes, dated October 25, 2024
5. Draft Condominium Plan, dated September 27, 2024
6. Conditions of Approval

Submitted,

PAM JOHNS
Community Development Director

ATTACHMENT 1

RESOLUTION NO. 11319

A RESOLUTION RECEIVING REPORT FROM THE COMMUNITY DEVELOPMENT DEPARTMENT ON THE APPROVAL OF A PARCEL MAP WAIVER FOR THE SENDERO RESIDENTIAL CONDOMINIUM PROJECT

WHEREAS, the Planning Commission on November 20, 2024, held a public hearing on a proposed Parcel Map Waiver, Design Review, and Inclusionary Housing Plan, known as the Sendero (Mangini Ranch Lot 14) project, considered public comment, and found that the project is exempt from the California Environmental Quality Act (CEQA); and

WHEREAS, the Planning Commission on November 20, 2024, held a public hearing on a proposed Parcel Map Waiver, Design Review, and Inclusionary Housing Plan, known as the Sendero (Mangini Ranch Lot 14) project, considered public comment, and, based on the proposed project exhibits, determined that the proposed project complies with all City requirements as well as with the requirements of the State Subdivision Map Act and approved the project; and

WHEREAS, Folsom Municipal Code Section 16.24.080(E) requires that, if a Parcel Map Waiver is approved or conditionally approved by the Planning Commission, the Community Development Department shall make a written report to the City Council, and further, that the City Council may vote to review the Parcel Map Waiver and conditions; and

WHEREAS, the City Council has received a written report from the Community Development Department on the approval of the Parcel Map Waiver by the Planning Commission, with conditions; and

WHEREAS, the City Council finds that the Planning Commission made appropriate findings to support approval of the Parcel Map Waiver in their November 20, 2024, action and that no further review from the City Council is necessary for the Sendero (Mangini Ranch Lot 14) project.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby accepts the written report from the Community Development Department and confirms the November 20, 2024, Planning Commission approval of the Sendero (Mangini Ranch Lot 14) project.

PASSED AND ADOPTED this 14th day of January, 2025, by the following roll-call vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

_____
Sarah Aquino, MAYOR

ATTEST:

_____
Christa Freemantle, CITY CLERK

ATTACHMENT 2

CITY OF FOLSOM
DISTINCTIVE BY NATURE

AGENDA ITEM NO. 3
Type: Public Hearing
Date: November 20, 2024

Planning Commission Staff Report

50 Natoma Street, Council Chambers
Folsom, CA 95630

Project:	Sendero (Mangini Ranch Lot 14)
File #:	MSTR24-00225
Request:	Tentative Parcel Map Waiver (Residential Condominiums), Design Review, and Inclusionary Housing Plan
Location:	14545 Southpointe Drive
Parcel(s):	072-4390-001, -002, -003, -004
Staff Contact:	Jessica Brandt, Principal Planner, 916-461-6207 jbrandt@folsom.ca.us

Property Owner
Name: Folsom Real Estate South, LLC
Address: 4370 Town Center Blvd,
Suite 100
Folsom, CA 95630

Applicant
Name: Tri Pointe Homes Holding, Inc.
Address: 201 Creekside Ridge Ct, Suite 270
Roseville, CA 95678

Recommendation: Conduct a public hearing and upon conclusion approve a Tentative Parcel Map Waiver (Residential Condominiums), Design Review, and Inclusionary Housing Plan for the Sendero (Mangini Ranch Lot 14) project (MSTR24-00225), based on the findings included in this report (Findings A-P) and subject to the attached conditions of approval (Conditions 1-58).

Project Summary: The proposed project includes development of a 136-unit residential condominium project on a 9.5-acre site at 14545 Southpointe Drive, in the SP-MMD (Multi-Family Medium Density Residential) land use designation of the Folsom Plan Area Specific Plan. The project proposes utilizing site improvements already in place for the now-defunct Mangini Ranch Lot 14 Bungalows project, with some modifications to allow additional building pods, removal of some site amenities, and reduction in overall unit count.

Table of Contents:

1 - Background
2 - Description/Analysis
3 - Conditions of Approval
4 - Vicinity Map
5 – Preliminary Site Plan for Condominium Purposes, dated October 25, 2024
6 – Preliminary Utility Plan, dated October 25, 2024

CITY OF FOLSOM
DISTINCTIVE BY NATURE

AGENDA ITEM NO. 3
Type: Public Hearing
Date: November 20, 2024

7 - Preliminary Grading and Drainage Plan, dated October 25, 2024
8 - Preliminary Landscape and Site Furnishings Plan, dated August 2024
9 - Fencing Plan, dated September 25, 2024
10 – Preliminary Lighting Plan, dated September 17, 2024
11 – Pedestrian Access and Circulation Plan, dated September 13, 2024
12 – Architectural Design Package, Dated October 22, 2024
13 – Preliminary Exterior Color/Material Design Booklet, dated October 24, 2024
14 – Draft Condominium Plan, dated September 27, 2024
15 – Draft Codes, Covenants, and Restrictions (CC&Rs)
16 – Project Narrative, dated September 27, 2024
17 – Sendero Inclusionary Housing Compliance Letter, dated October 25, 2024

Submitted,

PAM JOHNS
Community Development Director

ATTACHMENT 1
BACKGROUND

BACKGROUND

The proposed project site is part of the approved Folsom Plan Area Specific Plan (FPASP), a comprehensively planned community that proposes new development based on "Smart Growth" and Transit Oriented Development principles. The FPASP, approved in 2011 and recently amended in August 2024, is a development plan for over 3,500 acres of previously undeveloped land located south of U.S. Highway 50, north of White Rock Road, east of Prairie City Road, and west of the Sacramento County/El Dorado County line in the southeastern portion of the City.

The Sendero (Mangini Ranch Lot 14) project site is comprised of four parcels, which together comprise FPASP Parcel 137 as shown in the Folsom Plan Area Specific Plan. Parcel 137 is designated as Multi-Family Medium Density (MMD) which provides for development of 12 to 20 dwelling units per acre. An excerpt from the FPASP Land Use map with the project parcel is shown below.

FIGURE 1: FPASP LAND USE MAP EXCERPT

On June 2, 2021, the Planning Commission approved a Tentative Parcel Map, Design Review, and a Minor Administrative Modification for the Mangini Ranch Lot 14 Bungalows project (PN20-264) for 160 units. The project proposed construction of

market-rate rental units arranged in pods containing four residential units and garage space surrounding private yard areas. The design concept also included a clubhouse and two outdoor amenity areas. The approved site plan concept is shown below:

FIGURE 2: APPROVED BUNGALOWS SITE PLAN

The 9.5-acre project site is east of East Bidwell Street, south of Mangini Parkway, and north of White Rock Road in the southern portion of the Mangini Ranch Phase 1 Subdivision. Southpointe Drive provides access to the site from East Bidwell Street and Hummingbird Circle and Cormorant Drive provide access to Mangini Parkway.

The site has been graded and site improvements including access drives and utilities have been installed. Open space surrounds the site on the north, west, and east, and White Rock Road is immediately south with undeveloped land in unincorporated Sacramento County further south. Single-family residential neighborhoods are north and

east of the site and the recently completed Mangini Ranch Lot 16 Apartments project (by Van Daele Homes) is west of the site along Southpointe Drive. Commercial uses are planned further to the west of the site, at the northeast corner of East Bidwell Street and White Rock Road.

In October of 2022, the City of Folsom Community Development Department approved the Mangini Ranch – Phase 1E – Van Daele Bungalows Improvement Plans for this site (FPASP Lot 137). Site improvements, including grading, interior streets, and parking areas, were subsequently completed. In addition, the requested Parcel Map for the site was recorded. A recent aerial view of the project site is below:

FIGURE 3: AERIAL PHOTO OF SITE

However, the applicant encountered financial difficulties and were unable to reach an agreement with the property owner to continue development of the site. Subsequently, Tri Pointe Homes Holdings, Inc. entered into an agreement with the property owner to complete development on the site. Tri Pointe proposed several modifications to the approved project design and to develop the project as a for-sale condominium project, which necessitated a request for a Parcel Map Waiver (Residential Condominiums) and Design Review.

ATTACHMENT 2
DESCRIPTION/ANALYSIS

PROJECT DESCRIPTION

The applicant, Tri Pointe Homes Holdings, Inc. requests approval of a Parcel Map Waiver (Residential Condominiums) and Design Review for the development of a 136-unit residential condominium community (referred to as Sendero or Mangini Ranch Lot 14-Sendero), on a 9.5-acre site on the east side of Southpointe Drive and Cormorant Drive in the Mangini Ranch Phase 1 Subdivision portion of the Folsom Plan Area.

Requested Entitlements

The first entitlement is a request for approval of a Parce Map Waiver (Waiver) to permit establishment of a condominium project on a single parcel. The applicant requests the Waiver to create a residential condominium community of 136 units on the subject parcel. The second entitlement requested is for Design Review to ensure compliance with existing development standards, review of the project site design, and evaluate the architectural design of the buildings. The third entitlement is approval of an Inclusionary Housing Plan that proposes to meet the Inclusionary Housing Ordinance requirement with the payment of in-lieu fees. The project does not require any deviations from applicable development standards or any modification from the Bungalows project Planned Development Permit. Should this project be approved by the Planning Commission, the applicant plans to submit a Minor Administrative Modification (MAM) to staff requesting the transfer of 24 unused dwelling units that were originally allocated to site (FPASP Parcel 137) to another site within the Folsom Plan Area Specific Plan (FPASP Parcel 68) to retain the overall approved dwelling units in the Plan Area.

Project Overview

The project proposes the construction of 136 attached and detached for-sale dwelling units arranged for the most part in pods containing three residential units each. Each pod will contain three two-story buildings. One building will contain three two-car garages, one for each unit, and a carriage home (Plan 1) situated above. The other two buildings (Plans 2 and 3) will be developed as stand-alone bungalow homes with private courtyards between the bungalows and garage/carriage houses.

The project includes 44 pods of three units each. There are also four single two-story bungalow units with detached garages, for a total unit count of 136. The pods are arranged along the internal drive aisles developed for the Bungalows project, which provide direct access to the garage/carriage house buildings. The applicant proposes to modify the approved site plan to remove the clubhouse and pool and some surface parking areas and replace them with additional pods. Garages will provide most on-site parking, with 272 bays proposed. Additional surface parking will be scattered through the site (56 stalls) and street parking is expected to provide an additional 12 spaces, totaling 340 parking spaces. The proposed site plan and an overlay of the proposed site changes are shown below.

FIGURE 4: PROPOSED SITE PLAN

FIGURE 5: OVERLAY OF EXISTING AND PROPOSED IMPROVEMENTS

The applicant states that they kept site layout changes to a minimum to take advantage of the completed site improvements as much as possible. In addition, the applicant is proposing to retain the following site improvements approved for the Bungalow projects:

- Walls and fencing which include a decorative masonry sound wall along the White Rock Road frontage and split rail fence along the balance of the site perimeter.
- Site lighting which includes pole-mounted parking lot lighting, building-attached lighting, and bollard lights along pathways.
- Trail and pedestrian connections which include development of and connection to a Class I multipurpose trail at the open space area directly to the west of the subject property and pedestrian connection from the property to future Class 1 multipurpose trail on the north side of White Rock Road.

- Access to the site will continue to be from two driveway locations from the extension of Southpointe Drive.

The applicants propose to maintain a design theme of 'American Farmhouse' as was proposed for the Bungalows project but add two more design themes, Spanish Colonial and American Colonial. Examples of each are shown below. Each pod follows a single design theme, with the themes alternating between the pods so that no theme is found directly adjacent to or across from itself.

FIGURE 6: DESIGN THEMES

A - SPANISH COLONIAL

B - AMERICAN FARMHOUSE

C - AMERICAN COLONIAL

Proposed Units

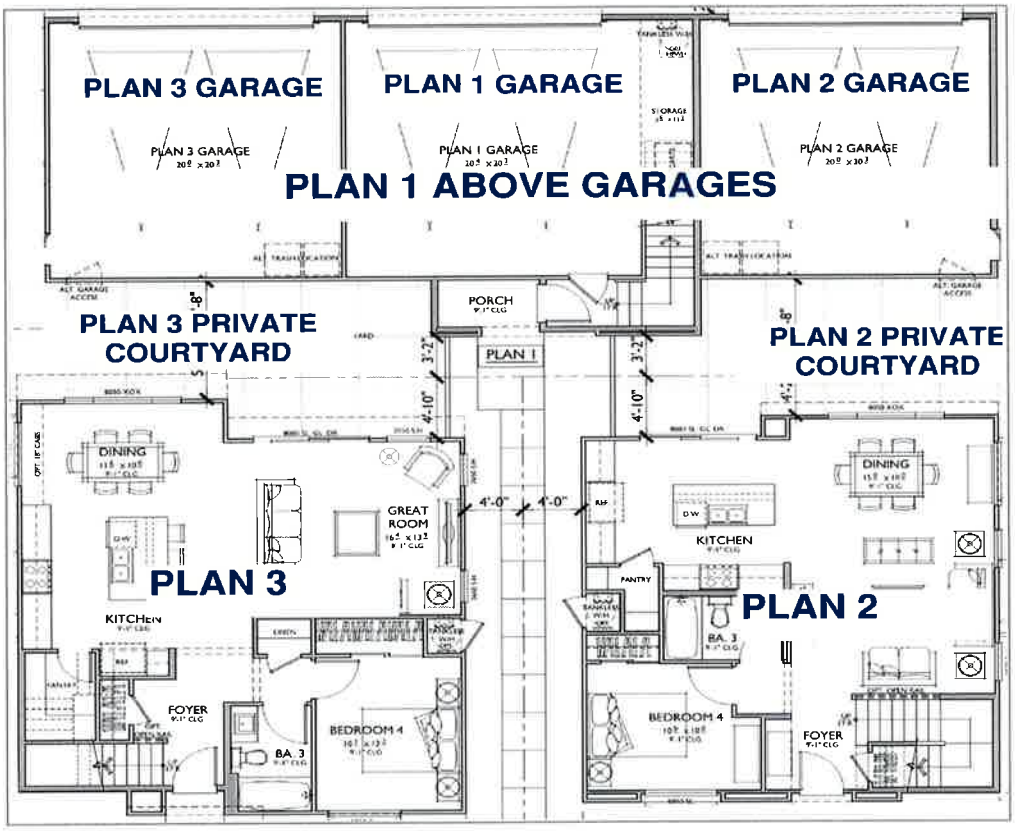
The unit plans range from 1,513 square feet to 1,870 square feet. The carriage house is a three-bedroom, two bath unit with an outdoor deck and the bungalows both are four bedroom and three bathrooms units with individual private courtyards. Access to the carriage units is from a porch and staircase behind the unit's garage facing the bungalow units. Access to the bungalow units is from either the unit's garage via the courtyard or at the front of the bungalow units from a perimeter walkway that winds around the site boundary or interior walkways that cut between pods.

FIGURE 7: INDIVIDUAL PLAN DETAILS

Plan	Number of Units	Unit Type	Unit Size	Stories	Unit Type
1	44	3 bedrooms, 2 baths	1,513 sf	1 story	Attached
2	45	4 bedrooms, 3 baths	1,635 sf	2 story	Detached
3	47	4 bedrooms, 3 baths	1,870 sf	2 story	Detached
	136				

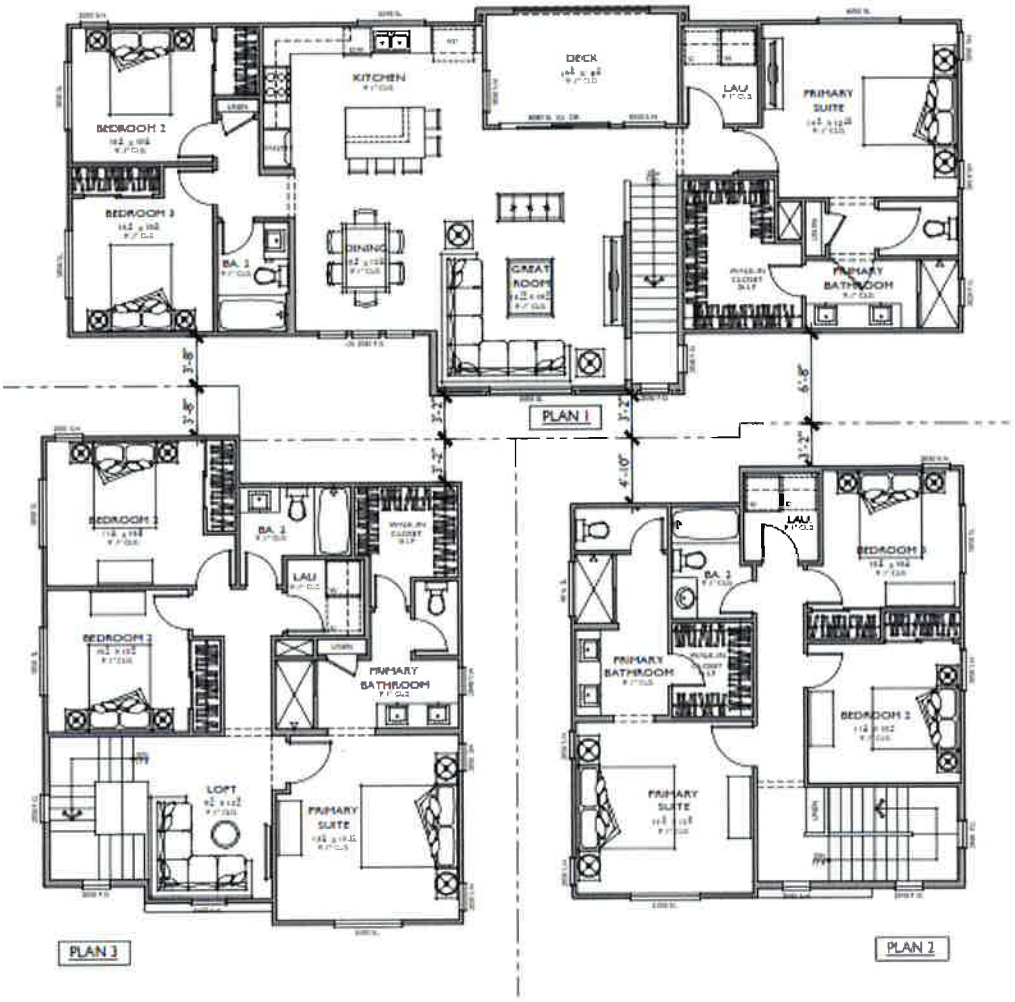
Note: Individual bungalows may be developed as either Plan 2 or 3, depending on market conditions.

FIGURE 8: TYPICAL BUILDING POD



The applicant states that pod design considered both unit privacy and ensuring every unit had ample natural light. For example, the carriage home has limited windows facing the bungalow units and courtyards but has additional windows at the side and rear of the unit and an outdoor deck at the back as well, providing private outdoor space for each unit. The second story floorplan is shown below for reference.

FIGURE 9: TYPICAL BUILDING POD SECOND FLOOR PLANS



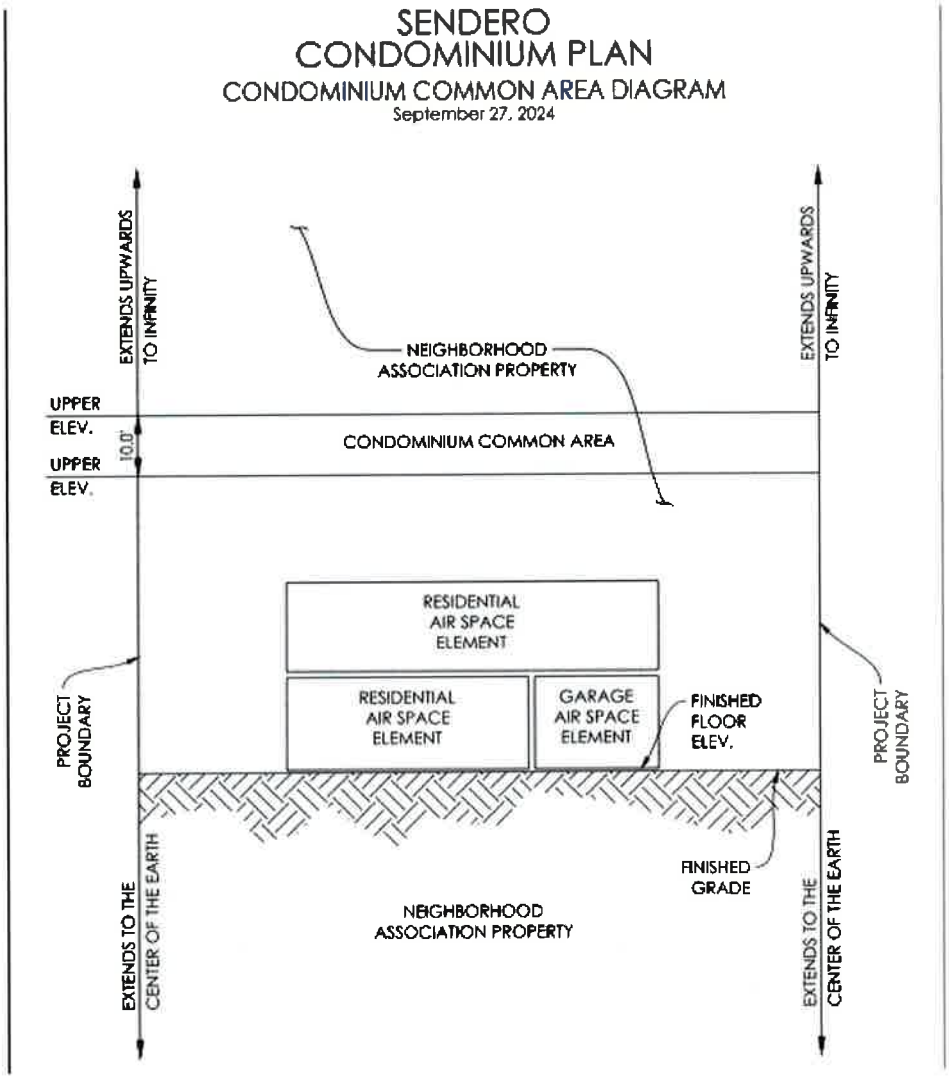
Parcel Map Waiver and Condominium Plans

The applicant proposes to create a one-lot residential condominium map, as permitted under Folsom Municipal Code (FMC) Section 16.12.020 (Division of land- Five or more parcels). FMC Section 16.24.080(A)(4) permits the Planning Commission to waive all or part of the requirements for a tentative and parcel map for construction of a condominium project on a single parcel, which is the applicant's request. A waiver by the Planning Commission may be conditioned to provide for, among other things, payment of the subdivider of parkland dedication, drainage and other fees that are permitted by law. Planning staff have confirmed with Parks and Recreation Department staff that parkland dedication requirement for the subject site were satisfied by the Bungalows project with land dedicated for Neighborhood Park 6 in the FPA. Conditions have been included for this project that require payment of any other applicable fees.

Each residential unit would be individually owned in fee title, with the areas below,

surrounding, and above each unit owned by a common interest development entity of which each owner has a fractional interest. The applicant has provided a draft condominium plan showing how ownership and easements would be reflected, which is included in the figure below. They also provided a draft set of Covenants, Conditions, and Restrictions (CC&Rs) that, once finalized and approved by the California Department of Real Estate, will govern use, maintenance, assessments, and other operational aspects of the condominium community. The draft CC&Rs are included as Attachment 15 to this report.

FIGURE 10: CONDOMINIUM COMMON AREA DIAGRAM



Inclusionary Housing Plan

As permitted by the City's Inclusionary Housing Ordinance, the applicant is proposing to meet their inclusionary housing requirement by providing an in-lieu fee payment (Attachment 17). The in-lieu fee payment is calculated by multiplying one percent of the lowest priced for-sale residential unit within the proposed condominium project by the total number of for-sale residential units within the proposed subdivision. The in-lieu fee is payable at the time of the building permit on a per-unit basis.

ANALYSIS

General Plan and Specific Plan Consistency

The 9.5-acre project site has a General Plan land use designation of MMD (Multifamily Medium Density) and a Specific Plan designation of SP-MMD-PD (Specific Plan-Multi-Family Medium Density-Planned Development Permit District). The project is consistent with both the General Plan and the Specific Plan land use designations, as multi-family condominiums are identified as a permitted land use within the Folsom Plan Area Specific Plan (FPASP, Table A.1). The proposed project, which will be developed with 14 dwelling units per acre, is also consistent with the allowable density range (12-20 dwelling units per acre) established by the General Plan (Table LU-1: Residential Designations) and the FPASP. The proposed project meets the development requirements established in the FPASP (Table A.5) for lot area, building height, building setbacks, and parking, as described below.

Applicable General Plan Goals and Policies

GP GOAL LU 1.1 (Land Use/Growth and Change)
Retain and enhance Folsom's quality of life, unique identity, and sense of community while continuing to grow and change.

GP POLICY LU 1.1.12-1 (Infill Development)
Respect the local context: New development should improve the character and connectivity of the neighborhood in which it occurs. Physical design should respond to the scale and features of the surrounding community, while improving critical elements such as transparency and permeability.

> Analysis: The proposed project is consistent with this policy in that the project features significant site and design improvements that will enhance the overall character of the area, including introducing new residential units with a modern farmhouse residential design intended to complement the design of approved and constructed residential developments in the vicinity. In addition, the proposed project is consistent with the Folsom Ranch Central District Design Guidelines.

GP POLICY LU 1.1.15 (SACOG Blueprint Principles)
Strive to adhere to the Sacramento Regional Blueprint Growth Principles.

Analysis: The proposed project is consistent with this policy in that the project has been designed to adhere to the primary SACOG Blueprint Principles, including Compact Development, Housing Choice and Diversity, Use of Existing Assets, and Quality Design. Compact Development involves creating environments that are more compactly built and use space in an efficient but attractive manner and helps to encourage more walking, biking, and transit use and shorter auto trips. Housing Choice and Diversity includes providing places where people can live (apartments, townhomes, condominiums, and single-family detached homes) and creating opportunities for the variety of people who need them such as families, singles, seniors, and people with special needs. Use of Existing Assets entails intensification of the existing use or redevelopment to make better use of existing public infrastructure, including roads. Quality Design focuses on the design details of any land development (such as relationship to the street, placement of buildings, sidewalks, street widths, landscaping, etc.), which are all factors that influence the attractiveness of living in a compact development and facilitate the ease of walking within and in and out of a community.

GP GOAL H-2 (Removing Barriers to the Production of Housing)

To minimize governmental constraints on the development of housing for households of all income levels.

GP POLICY H 2.7
The City shall educate the community on the needs, the realities, and the benefits of affordable and high-density housing.

Analysis: The proposed project is consistent with this policy in that the project will result in development of a 136-unit condominium community with a residential density of 14 units per acre. The project combines attached and detached residential units and provides a denser alternative to living in a neighborhood of traditional single-family detached units.

GP GOAL M 4.1 (Vehicle Traffic and Parking)
Ensure a safe and efficient network of streets for car and trucks, as well as provide an adequate supply of vehicle parking.

GP POLICY M 4.1.3 (Level of Service)
Strive to achieve a least traffic Level of Service "D" (or better) for local streets and roadways throughout the City. In designing transportation improvements, the City will prioritize use of smart technologies and innovative solutions that maximize efficiencies and safety while minimizing the physical footprint. During the course of Plan buildout it may occur that temporarily higher Levels of Service result, where roadway improvements have not been adequately phased. However, this situation will be minimized based on annual traffic studies and monitoring programs. Staff will report to the City Council at regular intervals via the Capital improvement Program process for the Council to prioritize project integral to achieving Level of Service D or better.

Analysis: The proposed project is consistent with this policy in that the project will not result in a change in the level of service (LOS) at any street intersections. In addition, the project locates high-density residential units in close proximity to roadways that are sized to accommodate the trips generated by the project.

GP GOAL LU 6.1 (Residential Neighborhoods)
Allow for a variety of housing types and mix of uses that provide choices for Folsom residents, create complete and livable neighborhoods, and encourage walking and biking.

GP POLICY LU 6.1.3 (Efficiency through Density)
Support an overall increase in average residential densities in identified urban centers and mixed-use districts. Encourage new housing types to shift from lower-density, large-lot developments to higher-density, small-lot and multifamily developments, as a means to increase energy efficiency, conserve water, reduce waste, as well as increase access to services and amenities (e.g., open space) through an emphasis of mixed uses in these higher-density developments.

Analysis: The proposed project is consistent with this policy in that the project is providing a modern multi-family residential project developed at a residential density of 14 units per acre. As an innovative community that combines attached and detached units, the project offers an alternative to traditional detached single-family residential subdivisions and meets a segment of the State-wide demand for housing. The compact form of the project also efficiently utilizes local infrastructure, roads, and services.

GP GOAL LU 9.1 (Land Use/Community Design)
Encourage community design that results in a distinctive, high-quality built environment with a character that creates memorable places and enriches the quality of life of Folsom's residents.

GP POLICY LU 9.1.10 (Renewable and Alternative Energy Generation Systems)
Require the use of solar, wind, and other on-site renewable energy generation systems as part of the design of new planned developments.

Analysis: The proposed project is consistent with this policy in that the project will participate in Sacramento Municipal Utility District's (SMUD) Neighborhood SolarShares program to provide solar energy to the project from arrays off-site and connected to the grid. The project applicant will also enroll the common area and each residential unit in the program, with the credits from the off-site solar arrays benefiting the common area and each residential unit. In addition to participation in the SolarShares, the project will include cool paving on pedestrian paths, pedestrian crossings, and amenity areas. While not considered renewable or alternative energy generation systems, six parking spaces will be equipped with electric vehicle charging stations. Ten percent of total parking spaces in the project will have the infrastructure needed to accommodate additional charging stations.

Lastly, the proposed project includes cool paving materials at the two project driveway entries, pedestrian paths, and the site amenity areas.

Conformance with Relevant Specific Plan Goals, Objectives, and Policies

The Folsom Plan Area Specific Plan identifies goals, objectives, and policies designed to guide the physical, economic, and environmental growth of the Specific Plan Area. Staff has determined that the proposed project is consistent with the Specific Plan goals, objectives, and policies as outlined and discussed below:

SP OBJECTIVE H-1 (Housing)
To provide an adequate supply of suitable sites for the development of a range of housing types to meet the housing needs of all segments of the population.

GP and SP POLICY H-1.1
The City shall ensure that sufficient land is designated and zoned in a range of residential densities to accommodate the City's regional share of housing.

Analysis: The City provides residential lands at various residential densities as specified in the General Plan and in the Folsom Municipal Code. The Folsom Plan Area Specific Plan includes specialized zoning (Specific Plan Designations) that are customized to the Plan Area as adopted in 2011 and as amended over time. The FPASP provides residential lands at densities ranging from 1-4 dwelling unit per acre (SF), 4-7 dwelling units per acre (SFHD), 7-12 dwelling units per acre (MLD), 12-20 dwelling units per acre (MMD), 20-30 dwelling units per acre (MHD), and 9-30 dwelling units per acre (MU).

The project site has a General Plan land use designation of MMD and a Specific Plan land use designation of SP-MMD-PD. In addition, the Sendero project will be developed at 14 units per acre, which is within the allowed density range for the MMD designation. The 136 proposed units will contribute to the inventory of housing that meets the City's obligations under the Regional Housing Needs Allocation (RHNA).

SP POLICY 4.3
Residential neighborhoods that are directly adjacent to open space shall provide at least two defined points of pedestrian access into the open space area.

Analysis: The project site is surrounded on the north, east, and west by an open space corridor. A Class I multi-purpose trail is planned within the corridor that loops around the site and connects to the Class I trail on White Rock Road. The project includes two pedestrian crossings of Street A to connect the project to the Class I trail adjacent to the open space corridor.

SP POLICY 4.5
All multi-family high-density residential sites shall provide on-site recreation amenities for its residents, unless directly adjacent to a park site.

Analysis: The proposed project is consistent with this policy because it provides on-site outdoor amenity areas and is also across from the newly completed Prospector Park, a 12-acre public park. Three outdoor amenity areas will feature a child's play area, shade structures, trellises, picnic tables, fire pits, and barbeques. Trail amenities such as benches and pet waste stations are planned along the pedestrian paths throughout the site. Pedestrian paths throughout the site will link to Southpointe Drive to the west and to the Class I trail and open space corridors to the north, south and east of the site.

SP POLICY 4.6
As established by the Folsom Plan Area Specific Plan as Amended, the total number of dwelling units for the Plan Area shall not exceed 13,343. The number of units within individual land use parcels may vary, so long as the number of units falls within the allowable density range for a particular land use designation.

Analysis: The City Council has approved several Specific Plan Amendments within the Folsom Plan Area in August 2024, which have generally resulted in an increase of residentially-zoned land and a decrease in commercially-zoned land. As a result, the number of residential units within the Plan Area is now at 13,343. The various Specific Plan Amendment EIRs and Addendums analyzed impacts from the conversion of the commercial lands to residential lands; impacts and associated mitigations measures can be found in the individual project-specific environmental documents.

The proposed project will result in 24 unused allocated dwelling units (160 allocated dwelling units, 136 dwelling units proposed for project). The applicant plans to request a Minor Administrative Modification to transfer these unused dwelling units to another Specific Plan parcel, not exceeding the allowable density for the parcels. The proposed project does not result in any change in total dwelling units (13,343 dwelling units) in the FPASP.

SP OBJECTIVE 7.1 (Circulation)
Consistent with the California Complete Streets Act of 2008 and the Sustainable Communities and Climate Protection Act (SB 375), create a safe and efficient circulation system for all modes of travel.

SP POLICY 7.1

The roadway network in the Plan Area shall be organized in a grid-like pattern of streets and blocks, except where topography and natural features make it infeasible, for the majority of the Plan Area to create neighborhoods that encourage walking, biking, public transit, and other alternative modes of transportation.

Analysis: Consistent with the requirements of the California Complete Streets Act, the FPASP identified and planned for hierarchy of connect "complete streets" to ensure that pedestrian, bike, bus, and automobile modes are travel are designed to have direct and continuous connections throughout the Plan Area. Every option, from regional connector roadways to arterial and local streets, has been carefully planned and designed. Recent California legislation to reduce greenhouse gas emissions (AB 32 and SB 375) has resulted in an increased market demand for public transit and housing closer to service needs and employment centers. In response to these changes, the FPASP includes a regional transit corridor that will provide public transportation links between the major commercial, public, and multi-family residential land uses in the Plan Area.

The Sendero project is designed with multiple modes of transportation options (vehicles, bicycle, walking) and internal drive aisles organized in a pattern consistent with the approved FPASP circulation plan.

Design Review

The purpose of the Design Review process is to ensure compliance with the established development standards for multi-family medium density development, review the project site design, and evaluate the architectural design of the residential buildings and clubhouse.

Development Standards – SP-MMD-PD Designation

The project is subject to the development standards established in the Folsom Plan Area Specific Plan for Multi-Family Medium Density Residential (SP-MMD-PD) parcels for condominiums and garden apartments. The table below outlines the existing and proposed development standards for the Sendero (Mangini Lot 14) project:

TABLE 1: DEVELOPMENT STANDARDS TABLE

Development Standards Sendero (Mangini Lot 14)						
	Lot Area	**Lot Width**	**Front Yard Setback**	**Rear Yard Setback**	**Side Yard Setbacks**	**Building Height**
SP-MMD-PD	1.0-acre minimum	NA	20 feet minimum	10 feet minimum	10 feet minimum	50 feet maximum
Proposed Project	9.5 acres	NA	20 feet minimum	10 to 40 feet	10 feet minimum	27 feet maximum

As shown on the development standards table, the proposed project meets or exceeds all development standards established for the SP-MMD-PD designation within the Folsom Plan Area Specific Plan.

Parking
The Folsom Plan Area Specific Plan (Table A.14) requires that apartments, townhouses, and condominium developments in the Multi-Family Medium Density (MMD) designation provide two covered parking spaces for each unit with two bedrooms or more and 0.5 uncovered guest parking spaces for each unit. To meet the standard for the proposed 136 units, 340 parking spaces are required. As outlined in the Project Description, garages will provide most on-site parking, with 272 bays proposed. Additional surface parking will be scattered through the site (56 stalls) and street parking along the property frontage is expected to provide an additional 12 spaces, adding up to the 340 parking spaces required in the SP-MMD designation. The Planning Commission previously approved street parking along Southpointe Drive as a substitute for on-site parking. Staff is comfortable with the request to do so for the Sendero project as well, and would note that there are fewer units proposed and therefore, less need for guest parking as a result.

Signage
The proposed project does not include a freestanding monument sign at the project entrance. However, staff anticipates that a sign will be desired when the project is developed. Therefore, staff recommends that the final location, height, size, and design of the future monument sign be subject to review and approval by the Community Development Department to ensure consistency with the requirements of the Folsom Municipal Code (FMC, Section 17.59.040 D). Staff recommends that the owner/applicant obtain a sign permit prior to installing the monument sign and Condition No. 44 is included to reflect this requirement.

Project Access and On-Site Circulation
Project access and on-site circulation remain as originally approved for the prior Bungalows project. Primary access to the project site will be from the extension of Southpointe Drive, which will connect to East Bidwell Street on the west and Hummingbird Circle/Cormorant Drive on the north. Two driveways from the east side of Southpointe Drive will provide access into and out of the project site with all turning movements permitted. Vehicle circulation internal to the project site consists of 25- and 27-foot-wide drive aisles that connect to both driveways and loop through the site to directly access garages, parking areas and residential buildings.

The 2011 Folsom Plan Area Specific Plan Environmental Impact Report/Environmental Impact Statement (FPASP EIR/EIS) included a detailed analysis of traffic-related impacts within the FPASP and an evaluation of traffic-related impacts on the surrounding communities. An Access and Circulation Study was prepared for the Bungalows project and Mangini Ranch Lot 16 Apartments project directly west of the subject site in 2021 to determine what measures from the FPASP EIR/EIS would need to be implemented to permit project development. The study found that the following improvements would be necessary prior to the development of the Bungalows project to avoid traffic impacts:

- The owner/applicant shall be required to construct Street A from the intersection of East Bidwell Street and Regency Parkway/Street A east to the intersection of Hummingbird Circle and Cormorant Drive consistent with the street sections (W-1

and W-2) shown on the Site Plan and Off-Site Improvement Plan to the satisfaction of the Community Development Department. In addition, the owner/applicant shall grant the necessary right-of-way to the City to ensure correct alignment of Street A between East Bidwell Street and Hummingbird Circle.

- The owner/applicant shall signalize the intersection of East Bidwell Street and Regency Parkway/Street A to the satisfaction of the Community Development Department. The construction of the intersection of East Bidwell Street and Regency Parkway/Street A shall include dual southbound left-turns (250-foot pockets plus 120-foot taper) on East Bidwell Street to the satisfaction of the Community Development Department.

- The south pedestrian crossing of Street A shall be relocated to the north side of the south driveway to the satisfaction of the Community Development Department. Appropriatesight distance triangles shall be created at the two pedestrian crossings of Street A, consistent with Exhibit 1 of the Access and Circulation Study and to the satisfaction of the Community Development Department. The owner/applicant shall also install enhanced pavement markings and advance warning signs at each of the pedestrian crossings of Street A in a manner consistent with the current edition of the California Manual on Traffic Control Devices (CMUTCD) to the satisfaction of the Community Development Department.

- "Stop" signs and appropriate pavement markings shall be installed at the internal approaches to the two project driveways on Street A to the satisfaction of the Community Development Department.

As of the writing of this report, the above improvements have been completed or are in process. After review, the Engineering Division requested that additional conditions be placed on the project to improve pedestrian safety, as discussed below.

Pedestrian circulation is provided by a new public sidewalk on the east and south sides of Southpointe Drive, a multi-purpose Class I trail on the north and west sides of Southpointe Drive, and internal interconnected pedestrian sidewalks and walkways. Two pedestrian crossings of Southpointe Drive will provide access from the project site to the Class I trail.

On the project frontage and nearby, Southpointe Drive makes two 90-degree turns. This limits visibility for vehicles on Southpointe Drive. To increase pedestrian safety, the project has been conditioned to install pedestrian crossings with enhanced pavement markings and advance warning signs at designated locations along Southpointe Drive. Condition No. 46 covers this requirement as well as roadway and pedestrian improvements required for the prior Bungalows project that are still applicable to the proposed project.

The project site is directly adjacent to White Rock Road which will become the Capital Southeast Connector in the future. The Connector project includes a Class I multi-purpose trail on the north side of White Rock Road. Staff recommends that the owner/applicant provide a pedestrian connection from the project site to the future Class I multi-purpose trail on the north side of White Rock Road. Staff also recommends that the final location and design of the pedestrian connection be subject to review and approval by the Community Development Department. Condition No. 54 is included to reflect this requirement.

FIGURE 11: PEDESTRIAN CIRCULATION

Walls and Fencing
Based on the proximity of the project site to White Rock Road, acoustical measurements

and modeling were prepared by Bollard Acoustical Consultants on April 9, 2021 (Attachment 22), to analyze potential noise impacts at the subject site for the Bungalows project. The Noise Analysis found that exterior noise levels at the outdoor use areas of homes closest to White Rock Road would be approximately 70 dB, which exceeds the standard for exterior noise. An eight-foot barrier (wall) was required to reduce the future White Rock Road traffic noise levels to approximately 60 dB or less at the outdoor activity areas of proposed residential units. The masonry wall, which has already been installed, utilizes earth tone colors with a decorative trim cap and pilasters. A four-foot split rail fence is planned on the site's perimeter at the project's boundary with adjacent open space parcels. The low fence will create separation and maintain views into the open space. The remaining fencing will be installed before completion of the project buildout. Attachment 9 to this report shows the walls and fencing proposed for the project site. All fencing meets applicable development standards. Condition No. 25 requires that future walls and fencing be reviewed and approved by the Community Development Department.

Site Lighting

As shown on the preliminary lighting plan (Attachment 10), the applicant proposes to use a combination of pole-mounted parking lot lighting, building-attached lighting, and bollard lights along the walkways and landscape areas on the project site. All lighting is designed to minimize light and glare impacts to the adjacent properties by shielding and directing light downward. Staff recommends that the final exterior building and site lighting plans be submitted for review and approval by Community Development Department for location, height, aesthetics, illumination level, glare, and trespass before building permit issuance. In addition, staff recommend all lighting is designed to be shielded and directed downward onto the project site and away from adjacent properties and public rights-of-way. Condition No. 32 is included to reflect these requirements.

Trash and Recycling

The applicant is not proposing to install any trash enclosures on the project site. Instead, they propose that each unit have individual trash, recycling, and organic waste totes, which would be required per the project CC&R's to be stored in either the private patio areas or garages, as well as put out for collection and returned to storage within a specified time period. The applicant provided a draft collection plan to City Solid Waste and Recycling (Solid Waste) for review. The plan demonstrated that every tote could be placed outside of fire lanes and was accessible to standard trash collection vehicles. As this was a proof-of-concept plan only, it is not included in the project exhibits. Solid Waste staff were supportive of the plan in concept. To ensure that trash and recycling collection does not become an operational issue on site, staff have included a condition that a final collection plan must be approved by Solid Waste before obtaining occupancy of the residential units (Condition No. 43).

Building Architecture and Design

The project is subject to the *Folsom Ranch- Central District Design Guidelines (Design Guidelines)*, which were adopted to establish parameters which apply to all multi-family land use categories within the Folsom Ranch area of the FPASP. The *Design Guidelines*

include guidance on site planning, unit privacy, open space, and circulation. They also direct which architectural styles can be used within Folsom Ranch, which includes the Mangini Ranch area.

As stated in the Project Description section of this report, the applicant proposes to incorporate three design themes into the project; Spanish Colonial, American Farmhouse, and American Colonial. All of these design themes are permitted under the *Design Guidelines*. The applicant states that principles from the *Design Guidelines* have been incorporated into the building designs including:

- Varied main and accent roof pitches
- A mix of gable and hipped roofs
- Second floor offsets from the first floor
- Entries oriented toward the open spaces surrounding the project site
- Minimum of two building materials and/or colors per building
- Projections such as balconies, shutters, window surrounds, and recessed windows

The Project Narrative (Attachment 16) provides detailed descriptions of each design theme and the color selections, which are centered around earthtones and accents of soft whites, muted greens, and greys. The Architectural Design Package (Attachment 12) and Preliminary Exterior Color/Material Design Booklet (Attachment 13) provide the full architectural plans for the project, from elevations, to floorplans, to colors and materials.

Staff reviewed the project site and building design against the *Design Guidelines* and found that the project features a high-quality design consistent with the document. As a result, staff recommends approval of the design with the following conditions:

1. The approval is for two 2-story bungalow plans, one carriage unit plan atop three 2-car garages (three building elevations with nine color and material options providing nine individual expressions per plan, for a total of 27 combinations). The applicant shall submit building plans that comply with this approval and the Architectural Design Package, dated October 22, 2024, and Preliminary Exterior Color/Material Design Booklet, October 24, 2024.

2. The design, materials, and colors of the proposed project shall be consistent with the building elevations, color renderings, materials samples, and color scheme to the satisfaction of the Community Development Department.

3. Brick pavers or another type of colored masonry material (ADA compliant) shall be used to designate pedestrian crossings of Southpointe Drive, and pedestrian crossings of drive aisles. Brick pavers or colored masonry material shall be incorporated as a design feature at the two driveway entrances on Southpointe Drive to the satisfaction of the Community Development Department.

4. All mechanical equipment shall be ground-mounted and be shielded by landscaping or trellis-type features. Equipment shall be properly ventilated and accessible for maintenance.

5. Decorative light fixtures, consistent with the Folsom Ranch Central District Design Guidelines and unique to each architectural design theme, shall be added to the front and rear building elevation of each Master Plan to the satisfaction of the Community Development Department and along the perimeter walkway on low bollards.

6. Utility equipment such as transformers, electric and gas meters, electrical panels, and junction boxes shall be screened by walls and or landscaping.

Landscaping

The proposed project will install frontage landscaping on the east side of Southpointe Drive and landscaping interior to the site. As shown on the preliminary landscape plan (Attachment 8), proposed landscaping will feature California-native and low water-use trees, shrubs, and groundcover selections intended to comply with the requirements of the Model Water Efficiency Landscape Ordinance (MWELO). Proposed landscape improvements include various drought-tolerant trees, shrubs, and groundcover. The applicant also plans to place accent trees and shrubs against blank wall areas around units to break up building massing.

There are three primary outdoor recreation areas planned to include areas to lounge, dine, and play. Waste receptacles, pet waste stations, and benches are scattered throughout the site. The preliminary landscape plan meets the City's shade requirement (50%) by providing 61% shade in the parking lot area within fifteen (15) years. Staff recommend that the final landscape plans be reviewed and approved by the Community Development Department. Condition No. 32 is included to reflect this requirement.

Parcel Map Waiver

As discussed in the 'Project Description' section of this report, the applicant is requesting approval of a Parcel Map Waiver, pursuant to FMC Section 16.24.080 and supported by a draft Condominium Plan. This would allow the development of the project as a residential condominium project, once the waiver is processed by the City Engineer and recorded. Pursuant to FMC Section 16.24.080(B), the Planning Commission must find that the proposed "division of land" (a term used generally by that Section for all types of tentative and final map waivers) complies with requirements as to area, improvement and design, floodwater drainage control, appropriate improved public roads, sanitary disposal facilities, water supply availability, environmental protection and other requirements of the Subdivision Map Act, Title 16 of the FMC, the FMC in general, the General Plan and any applicable Specific Plan. As discussed in this report, the resultant site meets all requirements listed above, as conditioned. In addition, staff believe that the Planning

Commission can find the proposed project compliant with the General Plan and FPASP. Finally, the applicant has provided a draft Condominium Plan and draft CC&Rs (Attachments 14 and 15) that govern the property ownership, operation, and maintenance on the site, ensuring that the project will not result in negative impacts to surrounding properties.

Staff wishes to note that FMC Section 16.24.080(E) requires that, if the Waiver is approved or conditionally approved, the Community Development Department make a written report to the City Council. Section 16.24.080(E) further states:

> "If the city council, by a majority vote, decides to review the waiver and conditions, it shall conduct a public hearing after giving notice pursuant to Section 16.16.070 A. In addition, notice shall be given to the planning commission. The public hearing shall be held within 30 days after the date of the request for review. The city council may add, modify or delete conditions if the city council determines that such changes are necessary to ensure that the waiver conforms to the Subdivision Map Act and this code. The city council may deny the waiver on any of the grounds contained in this title. Within 10 days following the conclusion of the hearing, the city council shall render its decision. If the city council does not act within the time limits set forth in this section, the waiver shall be deemed to have been approved or conditionally approved as last approved or conditionally approved by the planning commission insofar as it complies with all other applicable provisions of the Subdivision Map Act, this title, this code, the general plan and any applicable specific plan. (Ord. 702 § 1 (part), 1991)"

Should the Planning Commission conditionally approve the Waiver, staff will provide follow the requirements of Section 16.24.080(E) for reporting and any further review.

Inclusionary Housing Plan

As permitted by the City's Inclusionary Housing Ordinance, the applicant is proposing to meet their inclusionary housing requirement by providing an in-lieu fee payment (Attachment 17). Staff supports payment of an in-lieu fee as the city has been successful in leveraging the inclusionary housing fund to obtain gap financing to support multifamily residential deed restricted housing projects. Staff recommend that the Planning Commission approve the Final Inclusionary Housing Plan and that subsequently the Inclusionary Housing Agreement be approved by the City Council in a form acceptable to the City Attorney and executed prior to recordation of Certificate of Compliance for the Condominium Map Waiver. Condition No. 22 is included to reflect these requirements.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) provides that residential projects consistent with an approved Specific Plan for which an EIR was prepared are exempt from a requirement to prepare additional environmental analysis. CEQA Guidelines section 15182(c) provides specific criteria to determine whether this exemption applies:

(c) Residential Projects Implementing Specific Plans.

(1) Eligibility. Where a public agency has prepared an EIR on a specific plan after January 1, 1980, a residential project undertaken pursuant to and in conformity to that specific plan is exempt from CEQA if the project meets the requirements of this section. Residential projects covered by this section include but are not limited to land subdivisions, zoning changes, and residential planned unit developments. [CEQA Guidelines section 15182]

A CEQA Exemption and Streamlining Analysis was completed for the Mangini Ranch Lot 14 Bungalows project and determined that the project qualified for the exemption provided in CEQA Guidelines 15182(c), since it is consistent with the Folsom Plan Area Specific Plan. The analysis includes a review of the impacts and mitigation measures addressed in the EIR for the FPASP, which concluded that the project would not result in any impacts not already identified, and that mitigation measures in the EIR will be sufficient to address project impacts.

The proposed project will not exceed the development area of the Bungalows project. It is also proposed to include fewer residential units (136 rather than 160) and will not include amenity buildings. Finally, staff have confirmed that none of the events described in CEQA Guidelines 15162 which would require preparation of a subsequent EIR (substantial changes to the project, substantial changes in the circumstances under which the project is undertaken, or new information of substantial importance) have occurred. Therefore, staff can confirm that like with the Bungalows, the proposed project is exempt from additional environmental review as provided in CEQA Guidelines 15182(c).

STAFF RECOMMENDATION/PLANNING COMMISSION ACTION

Move to approve a Tentative Parcel Map Waiver (Residential Condominiums), Design Review, and Inclusionary Housing Plan for the Sendero (Mangini Ranch Lot 14) project (MSTR24-00225), based on the findings included in this report (Findings A-P) and subject to the attached conditions of approval (Conditions 1-58).

GENERAL FINDINGS

A. NOTICE OF HEARING HAS BEEN GIVEN AT THE TIME AND IN THE MANNER REQUIRED BY STATE LAW AND CITY CODE.

B. THE PROJECT IS CONSISTENT WITH THE GENERAL PLAN, THE FOLSOM PLAN AREA SPECIFIC PLAN, AND THE FOLSOM RANCH CENTRAL DISTRICT DESIGN GUIDELINES.

CEQA FINDINGS

B. THE CITY, AS LEAD AGENCY, PREVIOUSLY CERTIFIED AN

ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT FOR THE FOLSOM PLAN AREA SPECIFIC PLAN.

C. THE CITY HAS DETERMINED THAT THE SENDERO (MANGINI RANCH LOT 14) PROJECT IS UNDERTAKEN TO IMPLEMENT AND IS CONSISTENT WITH THE FOLSOM PLAN AREA SPECIFIC PLAN.

D. THE CITY HAS DETERMINED THAT THE IMPACTS OF THE SENDERO (MANGINI RANCH LOT 14) PROJECT ARE ADEQUATELY ADDRESSED BY THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE FOLSOM PLAN AREA SPECIFIC PLAN AND ASSOCIATED MITIGATION MEASURES AND THAT THE SENDERO (MANGINI RANCH LOT 14) PROJECT IS EXEMPT FROM THE REQUIREMENTS OF CEQA PURSUANT TO GOVERNMENT CODE SECTION 65457 AND CEQA GUIDELINES 15182(c).

E. THE CITY HAS DETERMINED THAT NONE OF THE EVENTS SPECIFIED IN SECTION 21166 OF THE PUBLIC RESOURCES CODE OR SECTION 15162 OF THE CEQA GUIDELINES HAVE OCCURRED.

F. THE CITY HAS DETERMINED THAT THIS PROJECT IS EXEMPT FROM CEQA IN ACCORDANCE WITH GOVERNMENT CODE SECTION 65457 AND SECTION 15182 OF THE CEQA GUIDELINES.

PARCEL MAP WAIVER (RESIDENTIAL CONDOMINIUM) FINDINGS

G. THE PROPOSED PARCEL MAP WAIVER (RESIDENTIAL CONDOMINIUMS) IS CONSISTENT WITH THE GENERAL PLAN, THE FOLSOM PLAN AREA SPECIFIC PLAN, THE CITY'S SUBDIVISION ORDINANCE, OTHER APPLICABLE PROVISIONS OF THE FOLSOM MUNICIPAL CODE, AND THE SUBDIVISION MAP ACT IN THAT THE PROJECT IS SUBJECT TO CONDITIONS OF APPROVAL THAT WILL ENSURE THAT THE PROJECT IS DEVELOPED IN COMPLIANCE WITH CITY STANDARDS.

H. THE SITE IS PHYSICALLY SUITABLE FOR THE TYPE OF DEVELOPMENT PROPOSED.

I. THE SITE IS PHYSICALLY SUITABLE FOR THE PROPOSED DENSITY OF DEVELOPMENT.

J. AS CONDITIONED, THE DESIGN OF THE PARCEL MAP WAIVER (RESIDENTIAL CONDOMINIUMS) AND THE PROPOSED IMPROVEMENTS ARE NOT LIKELY TO CAUSE SUBSTANTIAL ENVIRONMENTAL DAMAGE OR SUBSTANTIALLY AND AVOIDABLY INJURE FISH OR WILDLIFE OR THEIR HABITAT.

K. THE DESIGN OF THE PARCEL MAP WAIVER (RESIDENTIAL CONDOMINIUMS) AND THE TYPE OF IMPROVEMENTS ARE NOT LIKELY TO CAUSE SERIOUS PUBLIC HEALTH OR SAFETY PROBLEMS.

L. THE DESIGN OF THE PARCEL MAP WAIVER (RESIDENTIAL CONDOMINIUMS) AND THE TYPE OF IMPROVEMENTS WILL NOT CONFLICT WITH EASEMENTS FOR ACCESS THROUGH OR USE OF PROPERTY WITHIN THE PROPOSED TENTATIVE PARCEL MAP.

DESIGN REVIEW FINDINGS

M. THE PROJECT IS IN COMPLIANCE WITH THE GENERAL PLAN, THE FOLSOM PLAN AREA SPECIFIC PLAN AND THE APPLICABLE ZONING ORDINANCES.

N. THE PROJECT IS IN CONFORMANCE WITH THE FOLSOM RANCH CENTRAL DISTRICT DESIGN GUIDELINES.

O. THE BUILDING MATERIALS, TEXTURES, AND COLORS OF THE PROJECT WILL BE COMPATIBLE WITH SURROUNDING DEVELOPMENT AND CONSISTENT WITH THE GENERAL DESIGN THEME OF THE NEIGHBORHOOD.

INCLUSIONARY HOUSING PLAN

P. THE INCLUSIONARY HOUSING PLAN MEETS THE REQUIREMENTS AND INTENT OF CHAPTER 17.104 – INCLUSIONARY HOUSING.

ATTACHMENT 3

FOLSOM

PLANNING COMMISSION MINUTES
AMENDED
November 20, 2024
CITY COUNCIL CHAMBERS
6:30 P.M.
50 Natoma Street
Folsom, CA 95630

CALL TO ORDER PLANNING COMMISSION:

The regular Planning Commission Meeting was called to order at 6:35 p.m. with Chair Eileen Reynolds presiding.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited.

ROLL CALL:

Commissioners Present:	Daniel West, Vice Chair Bill Miklos, Commissioner Ralph Peña, Commissioner Bill Romanelli, Commissioner James Ortega, Commissioner Mathew Herrera, Commissioner Eileen Reynolds, Chair
Commissioners Absent:	None
CITIZEN COMMUNICATION:	None

MINUTES:

The minutes of the October 30, 2024, Special Meeting were approved as submitted.

NEW BUSINESS

1. SUBPM24-00008: Folsom Town Center North LLTSM, and Determination that the Project is Exempt from CEQA

A Public Hearing to request a Large Lot Tentative Subdivision Map to merge and re-subdivide the existing 363.6 acres within Folsom Town Center North into 24 large lots. The project is consistent with the Folsom Plan Area Specific Plan and is not seeking a rezone, nor is it seeking any development rights as part of this application. The project is intended for property transfer purposes only. The project site has General Plan designations of SF, SHFD, MLD, MMD, MHD, MU, P, OS and PQP and Specific Plan designations of SP-SF-PD, SP-SFHD-PD, SP-MLD-PD, SP-MMD-PD, SP-MHD-PD, SP-MU-PD, SP-P-PD, SP-OS1-PD, SP-OS2-PD, SP-PQP-PD, and SP-ROW. The project has been determined to be exempt from the California Environmental Quality Act (CEQA) by Section 15182(c) of the CEQA Guidelines – Residential Projects Implementing Specific Plans. **(Project Planner: Josh Kinkade / Applicant: Easton Valley Holdings, LLC)**

COMMISSIONER ROMANELLI MOVED TO RECOMMEND THAT THE CITY COUNCIL APPROVE A LARGE-LOT TENTATIVE SUBDIVISION MAP FOR THE FOLSOM TOWN CENTER NORTH LARGE-LOT TENTATIVE

SUBDIVISION MAP PROJECT AS ILLUSTRATED ON ATTACHMENTS 5-6, BASED ON THE FINDINGS (FINDINGS A-N) AND SUBJECT TO THE CONDITIONS OF APPROVAL (CONDITIONS 1-29) ATTACHED TO THIS REPORT, WITH THE DELETION OF CONDITION NO. 10, AND MODIFICATIONS / CHANGES TO THE FOLLOWING CONDITIONS:

- AMENDMENT OF CONDITION NO. 3

  NO DEVELOPMENT RIGHTS:
  THE APPROVAL OF THIS LARGE-LOT TENTATIVE SUBDIVISION MAP DOES NOT CONVEY ANY RIGHT TO DEVELOP. PROCESSING AND APPROVAL OF A SMALL-LOT FINAL MAP AND/OR DESIGN REVIEW/PLANNED DEVELOPMENT PERMIT APPLICATIONS SHALL BE REQUIRED PRIOR TO GRADING, CONSTRUCTION, OR ANY DEVELOPMENT OF THE PARCELS CREATED BY THIS LARGE-LOT TENTATIVE SUBDIVISION MAP.

  AS A CONDITION OF A SUBSEQUENT SMALL-LOT TENTATIVE SUBDIVISION MAP, THE CITY SHALL IDENTIFY IMPROVEMENTS NECESSARY TO DEVELOP THE SUBJECT PARCELS. THESE IMPROVEMENTS MAY INCLUDE ON AND OFF-SITE ROADWAYS, GRADING, WATER, SEWER, STORM DRAINAGE, LANDSCAPING, SOUNDWALLS, AND OTHER SIMILAR IMPROVEMENTS.

  TIMING: M
  RESPONSIBLE DEPARTMENT: CD (E)(P)

- AMENDMENT OF CONDITION NO. 9

  NOTICE OF RESTRICTION:
  A NOTICE OF RESTRICTION SHALL BE RECORDED ON LOTS 1 THROUGH 23 AS SHOWN ON THE LARGE-LOT VESTING TENTATIVE SUBDIVISION MAP, WHICH STATES THE FOLLOWING:
    - THE REQUIREMENT TO CONSTRUCT THE CREEK CROSSING ON ALDER CREEK PARKWAY JUST EAST OF OAK AVENUE PARKWAY SHALL BE A REQUIREMENT OF THE FIRST SMALL-LOT FINAL MAP FOR LOTS 1 THROUGH 23, PENDING TRAFFIC ANALYSIS THAT CONCLUDES THE CREEK CROSSING IS NECESSARY.

  SAID RESTRICTION SHALL BE BINDING UPON THE HEIRS, ASSIGNS AND SUCCESSORS IN INTEREST OF THE GRANTORS, AND SHALL REMAIN IN EFFECT UNTIL RESCINDED BY THE CITY OF FOLSOM. THE PURPOSE OF THE NOTICE OF RESTRICTION IS TO GIVE CONSTRUCTIVE NOTICE OF THIS DEVELOPMENT LIMITATION.

  TIMING: M
  RESPONSIBLE DEPARTMENT: CD (E)

- AMENDMENT OF CONDITION NO. 26

  BIKEWAY PLAN:
  UPON RECORDATION OF THE FINAL MAP, APPLICANT/OWNER SHALL DEDICATE EASEMENTS FOR CLASS I TRAILS AND CLASS II BIKE LANES AS SHOWN ON FIGURE 7.32 – BIKEWAY PLAN OF THE FPASP, AS APPLICABLE TO THE PROJECT AREA. EASEMENT AREAS SHALL BE SHOWN ON THE FINAL MAP TO THE SATISFACTION OF THE COMMUNITY DEVELOPMENT DEPARTMENT.

  TIMING: M
  RESPONSIBLE DEPARTMENT: CD (P) (E)

COMMISSIONER ORTEGA SECONDED THE MOTION.

AYES:	WEST, MIKLOS, PEÑA, ROMANELLI, ORTEGA, HERRERA, REYNOLDS
NOES:	NONE
RECUSED:	NONE
ABSENT:	NONE

MOTION PASSED

2. DRCL24-00254: Harrington Grove Apartments Multifamily Design Review, Density Bonus, and Determination that the Project is Exempt from CEQA

A Public Hearing to consider a request for Multifamily Design Review for a 52-unit, 100% restricted affordable multifamily rental project and Density Bonus to request concessions and waivers of zoning and development standards as allowed under California Government Code Section 65915. The proposed project would be located on approximately 1.95 gross acres at 791 Harrington Way, in the BP-PC zoning district. The project site has a General Plan designation of PO (Professional Office) with an Overlay Designation of EBC (East Bidwell Corridor). The Project has been determined to be consistent with applicable Community Plans and Zoning and is therefore exempt from further environmental review under the California Environmental Quality Act (CEQA) by Section 15183 of the CEQA Guidelines (Projects Consistent with a Community Plan or Zoning). **(Project Planner: Jessica Brandt / Applicant: Pacific West Communities)**

COMMISSIONER REYNOLDS MOVED TO APPROVE THE DESIGN REVIEW AND DENSITY BONUS APPLICATION FOR THE PROPOSED PROJECT (DRCL24-00254) LOCATED AT 751, 771 AND 791 HARRINGTON WAY, BASED ON THE FINDINGS BELOW (FINDINGS A-N) AND SUBJECT TO THE ATTACHED CONDITIONS OF APPROVAL (CONDITIONS 1-88), WITH MODIFICATIONS / CHANGES TO THE FOLLOWING CONDITIONS, AND DETERMINATION THAT THE PROJECT IS EXEMPT FROM FURTHER ENVIRONMENTAL REVIEW UNDER CEQA GUIDELINES SECTION 15183.

- AMENDMENT OF CONDITION NO. 14

  PARCEL MERGER:
  PRIOR TO ISSUANCE OF CIVIL IMPROVEMENT PLANS, SUBMIT REQUIRED APPLICATION AND SUPPORTING MATERIALS TO FINALIZE THE PARCEL MERGER AND LOT LINE ADJUSTMENT IN SUBSTANTIAL CONFORMANCE WITH ATTACHMENT 1 – EXISTING CONDITIONS PLAN.

  TIMING: I
  RESPONSIBLE DEPARTMENT: CD (P)(E)

- AMENDMENT OF CONDITION NO. 15

  DEED 'RESULTANT PARCEL A:'
  AT THE TIME OF THE RECORDATION DEED AS PART OF THE LOT LINE ADJUSTMENT/CERTIFICATE OF COMPLIANCE (OR SHORTLY THEREAFTER), THE APPLICANT SHALL CONVEY 'RESULTANT PARCEL A' AS SHOWN ON ATTACHMENT 1 – EXISTING CONDITIONS PLAN IN FEE TITLE TO THE CITY OF FOLSOM FOR NO COMPENSATION, SUBJECT TO REVIEW AND APPROVAL BY THE CITY ENGINEER.

  TIMING: I
  RESPONSIBLE DEPARTMENT: CD(E)

COMMISSIONER PEÑA SECONDED THE MOTION.

AYES:	WEST, MIKLOS, PEÑA, ROMANELLI, ORTEGA, HERRERA, REYNOLDS
NOES:	NONE
RECUSED:	NONE
ABSENT:	NONE

MOTION PASSED

3. MSTR24-00225: Sendero (Mangini Ranch Lot 14) Parcel Map Waiver, Multifamily Design Review, and Determination that the Project is Exempt from CEQA

A Public Hearing to consider a request for a Parcel Map Waiver and Multifamily Design Review to allow a 136-unit condominium project at 14545 Southpointe Drive, on approximately 9.3 acres, in the Folsom Plan Area Specific Plan. The project site has General Plan and Specific Plan designations of MMD (Multifamily Medium Density). The

Project has been determined to be exempt from the California Environmental Quality Act (CEQA) by Section 15182(c) of the CEQA Guidelines – Residential Projects Implementing Specific Plans. **(Project Planner: Jessica Brandt / Applicant: TriPointe Homes Holdings, Inc.)**

COMMISSIONER MIKLOS MOVED TO APPROVE A TENTATIVE PARCEL MAP WAIVER (RESIDENTIAL CONDOMINIUMS), DESIGN REVIEW, AND INCLUSIONARY HOUSING PLAN FOR THE SENDERO (MANGINI RANCH LOT 14) PROJECT (MSTR24-00225), BASED ON THE FINDINGS INCLUDED IN THIS REPORT (FINDINGS A-P) AND SUBJECT TO THE ATTACHED CONDITIONS OF APPROVAL (CONDITIONS 1-58), WITH MODIFICATIONS / CHANGES TO THE FOLLOWING CONDITIONS:

- AMENDMENT OF CONDITION NO. 47

  OWNER/APPLICANT SHALL WORK WITH CITY PARKS AND RECREATION STAFF AND THE CITY ARBORIST TO DEVELOP LANDSCAPE AND IRRIGATION PLANS FOR THE OFFSITE PLANTING OF NATIVE, DROUGHT TOLERANT TREES IN THE ADJACENT OPEN SPACE PARCELS (APNS 072-3380-031 AND -032) WITHIN A DISTANCE NOT TO EXCEED 30 FEET OF THE PROJECT SITE BOUNDARIES. THE PLAN SHALL INCLUDE PLANTING, MAINTENANCE, AND IRRIGATION MEASURES, AND SHALL HAVE A GOAL OF PLANTING AT LEAST ONE TREE PER BUILDING 'POD' LOCATED ALONG THE INTERIOR EDGE OF THE PROJECT SITE BOUNDARY LINE. SAID TREES WITHIN THE OPEN SPACE PARCELS SHALL BE EQUIPPED WITH WIRE CAGES AND TRUNK GUARDS (OR SIMILAR PROTECTIVE MEASURES AS APPROVED BY THE CITY ARBORIST) TO PROTECT THEM FROM HERBIVORY INCLUDING GRAZING ANIMALS TO INCLUDE GOATS AND SHEEP TO THE SATISFACTION OF THE CITY. THE LANDSCAPE AND IRRIGATION PLANS SHALL BE REVIEWED AND APPROVED BY PARKS AND RECREATION AND THE CITY ARBORIST PRIOR TO THE FIRST CERTIFICATE OF OCCUPANCY OF PRODUCTION HOMES. INSTALLATION OF THE TREES, PROTECTIVE MEASURES, AND ASSOCIATED IRRIGATION SYSTEM SHALL BE COMPLETED PRIOR TO THE FINAL CERTIFICATE OF OCCUPANCY OF PRODUCTION HOMES. THE PROJECT OWNER/APPLICANT SHALL BE RESPONSIBLE FOR MAINTAINING THE TREES IN A HEALTHY CONDITION IN PERPETUITY.

  TIMING: B, OG
  RESPONSIBLE DEPARTMENT: CD(P), PR

COMMISSIONER ORTEGA SECONDED THE MOTION.

AYES: WEST, MIKLOS, PEÑA, ROMANELLI, ORTEGA, HERRERA, REYNOLDS
NOES: NONE
RECUSED: NONE
ABSENT: NONE

MOTION PASSED

4. MSTR23-00143: Broadstone Crossing Phase II Vesting Tentative Parcel Map, Planned Development Permit, and Determination that the Project is Exempt from CEQA

A Public Hearing to consider a request for a Vesting Tentative Parcel Map and Planned Development Permit to divide approximately 18.7 acres into three lots and develop a 200,840-square-foot office complex, in the Broadstone Unit No. 3 Specific Plan. The General Plan designation for the site is CC (Community Commercial) and the Specific Plan designation is C-2 (Community Commercial). Based on an analysis of the project, it was determined that the project is consistent with the City's 2035 General Plan and Environmental Impact Report (EIR) and, as a result, the project does not require further environmental review in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15183 (Projects Consistent with a Community Plan or Zoning). **(Project Planner: Jessica Brandt / Applicant: Morton & Pitalo, Inc.)**

1. Mr. Joe Gagliardi, from the Folsom Economic Development Corporation, spoke in support of the project and accompanying traffic improvements, specifically regarding the economic impact and benefits of this development.

COMMISSIONER WEST MOVED TO FIND THE PROJECT EXEMPT FROM FURTHER ENVIRONMENTAL REVIEW PER CEQA GUIDELINES SECTION 15183 (PROJECTS CONSISTENT WITH A COMMUNITY PLAN

OR ZONING) AND APPROVE A VESTING TENTATIVE PARCEL MAP AND PLANNED DEVELOPMENT PERMIT FOR DEVELOPMENT OF THE BROADSTONE CROSSING PHASE II PROJECT (MSTR23-00143), BASED ON THE FINDINGS (FINDINGS A-BB) AND SUBJECT TO THE CONDITIONS OF APPROVAL (CONDITIONS 1-90) ATTACHED TO THIS REPORT, WITH MODIFICATIONS / CHANGES TO THE FOLLOWING FINDINGS AND CONDITIONS:

- ADDITION OF FINDING W

  THE PROPOSED PROJECT DOES NOT CAUSE ANY ADVERSE ENVIRONMENTAL IMPACTS BEYOND THOSE PREVIOUSLY IDENTIFIED AND ANALYZED IN THE ENVIRONMENTAL IMPACT REPORT FOR THE CITY'S GENERAL PLAN.

- ADDITION OF FINDING Z

  THE PROPOSED PROJECT WILL NOT BE DETRIMENTAL TO THE HEALTH, SAFETY AND THE GENERAL WELFARE OF THE PERSONS OR PROPERTY WITHIN THE VICINITY OF THE PROPOSED DEVELOPMENT AND THE CITY AS A WHOLE.

- ADDITION OF FINDING AA

  DESPITE APPROVAL OF THE PROPOSED COMMERCIAL DEVELOPMENT PROJECT ON A SITE IDENTIFIED IN THE HOUSING ELEMENT AS A LOWER-INCOME RESIDENTIAL SITE, REMAINING SITES IDENTIFIED IN THE HOUSING ELEMENT ARE ADEQUATE TO MEET THE REQUIREMENTS OF GOVERNMENT CODE SECTION 65583.2 AND TO ACCOMMODATE THE CITY'S SHARE OF THE REGIONAL HOUSING NEED FOR EACH INCOME CATEGORY, INCLUDING BUT NOT LIMITED TO THE LOWER INCOME CATEGORY.

- ADDITION OF FINDING BB

  THE REMAINING UNMET NEED FOR THE CITY'S SHARE OF THE RHNA AT THE LOWER- INCOME LEVEL IS 3,567 LOWER-INCOME UNITS. THE REMAINING CAPACITY OF SITES IDENTIFIED IN THE HOUSING ELEMENT TO ACCOMMODATE THAT NEED AT THE LOWER-INCOME LEVEL IS 3,798. THIS PROJECT DOES NOT AFFECT THE MINIMUM NUMBER OF SITES IDENTIFIED IN THE HOUSING ELEMENT TO ACCOMMODATE THAT NEED BY INCOME LEVEL BECAUSE, WHILE THIS PROJECT REDUCES THE AVAILABLE LOWER-INCOME HOUSING INVENTORY BY 270 UNITS, THERE IS STILL A SURPLUS CAPACITY OF 231 LOWER-INCOME UNITS, BASED ON THE REMAINING AVAILABLE SITES IN THE HOUSING ELEMENT SITES INVENTORY AND THE RECENT APPROVAL OF LOWER-INCOME PROJECTS.

- AMENDMENT OF CONDITION NO. 41

  PREPARE TRAFFIC CONTROL PLAN:
  PRIOR TO CONSTRUCTION, A TRAFFIC CONTROL PLAN FOR ROADWAYS AND INTERSECTIONS AFFECTED BY CONSTRUCTION SHALL BE PREPARED. THE TRAFFIC CONTROL PLAN SHALL DESIGNATE HAUL ROUTES AND SITES AND COMPLY WITH REQUIREMENTS IN ENCROACHMENT PERMITS ISSUED BY THE CITY, IF APPLICABLE. THE TRAFFIC CONTROL PLAN TO BE PREPARED BY THE PROJECT CONSTRUCTION CONTRACTOR(S) SHALL, AT MINIMUM, INCLUDE THE FOLLOWING MEASURES:

  - MAINTAINING THE MAXIMUM AMOUNT OF TRAVEL LANE CAPACITY DURING NONCONSTRUCTION PERIODS, POSSIBLE, AND ADVANCED NOTICE TO DRIVERS THROUGH THE PROVISION OF CONSTRUCTION SIGNAGE AND MINIMAL DISRUPTION TO THE PUBLIC.
  - MAINTAINING ALTERNATE ONE-WAY TRAFFIC FLOW PAST THE LAY DOWN AREA AND SITE ACCESS WHEN FEASIBLE.
  - HEAVY TRUCKS AND OTHER CONSTRUCTION TRANSPORT VEHICLES SHALL AVOID THE BUSIEST COMMUTE HOURS (7 A.M. TO 8 A.M. AND 5 P.M. TO 6 P.M. ON WEEKDAYS).

- A MINIMUM 72-HOUR ADVANCE NOTICE OF ACCESS RESTRICTIONS FOR RESIDENTS, BUSINESSES, AND LOCAL EMERGENCY RESPONSE AGENCIES. THIS SHALL INCLUDE THE IDENTIFICATION OF ALTERNATIVE ROUTES AND DETOURS TO ENABLE FOR THE AVOIDANCE OF THE IMMEDIATE CONSTRUCTION ZONE.

- A PHONE NUMBER AND COMMUNITY CONTACT FOR INQUIRIES ABOUT THE SCHEDULE OF THE CONSTRUCTION THROUGHOUT THE CONSTRUCTION PERIOD. THIS INFORMATION WILL BE POSTED ON THE PROJECT SITE AND WILL BE UPDATED ON A MONTHLY BASIS.

TIMING: G, I
RESPONSIBLE DEPARTMENT: CD(E)

COMMISSIONER ROMANELLI SECONDED THE MOTION.

AYES: WEST, MIKLOS, PEÑA, ROMANELLI, ORTEGA, REYNOLDS
NOES: NONE
RECUSED: HERRERA
ABSENT: NONE

MOTION PASSED

PLANNING COMMISSION / PLANNING MANAGER REPORT

Planning Manager, Desmond Parrington, shared the following with the Commission:

- Since their terms have ended, the Planning Manager recognized and thanked both Commissioners Miklos and Peña for their outstanding service on the Commission.
- Since the last Special Meeting on October 30th, staff has handled the design review for 1 custom home, 3 residential additions, and 1 shed.
- The next meeting scheduled will be held on December 18, 2024.
- The City Manager's last day will be on December 18, 2024. (Correction: It is actually December 13, 2024.)
- An Interim City Manager will be appointed November 22, 2024.

ADJOURNMENT

There being no further business to come before the Folsom Planning Commission, Chair Eileen Reynolds adjourned the meeting at 9:36 p.m.

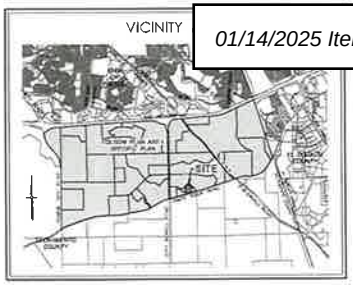
RESPECTFULLY SUBMITTED,

Stephanie Hannum, ADMINISTRATIVE ASSISTANT

APPROVED:

Eileen Reynolds, CHAIR

ATTACHMENT 4



PROJECT INFORMATION

PROPERTY DESCRIPTION: Parcels 1 thru 4 as shown on 253 PM 8, Sacramento County Records.

OWNER:	Folsom Real Estate South, LLC 621 Town Center Boulevard Suite 100 El Dorado Hills, CA 95762
APPLICANT:	Taylor Morrison Holdings, Inc. 201 Creekside Ridge Court, Suite 270 Roseville, CA 95678
ENGINEER:	MacKay & Somps Civil Engineers, Inc. 1835 Creekside Ridge Drive, Suite 150 Roseville, CA 95678 916-773-1189
ASSESSORS PARCEL NUMBER:	073-3380-027
SITE AREA:	9.32 AC.
EXISTING LAND USE ZONE:	A portion of the Folsom Plan Area Specific Plan
UNIT SUMMARY:	336 TOTAL UNITS 96 - 3 Bedroom Units 120 - 4 Bedroom Units

PARKING SUMMARY:

	REQUIRED	PROVIDED
TOTAL SPACES	340	340
Covered Spaces	272	272
Uncovered Spaces	68	56 Off-street 12 Overflow
Handicapped Spaces	7	7

SERVICE PROVIDERS:

Parks & Recreation:	City of Folsom
Police & Fire Protection:	City of Folsom
Sanitary Sewer:	City of Folsom
Domestic Water:	City of Folsom
Storm Drainage:	City of Folsom
Electricity:	SMUD
Telephone:	AT&T
Gas:	PG&E
Cable:	Comcast
Schools:	Folsom Cordova Unified School District

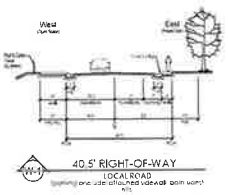
For development standards that apply to this project see the Folsom Plan Area Specific Plan Development Standards (Appendix A).

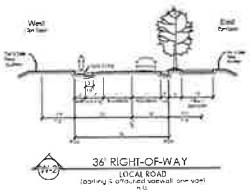
SHEET INDEX

1 PRELIMINARY SITE PLAN
2 PRELIMINARY GRADING AND DRAINAGE PLAN
3 PRELIMINARY UTILITY PLAN

ABBREVIATION KEY

PUE PUBLIC UTILITY EASEMENT
PAE PEDESTRIAN ACCESS EASEMENT
EVA EMERGENCY VEHICLE ACCESS EASEMENT
PVAE PRIVATE ACCESS EASEMENT
EV ELECTRIC VEHICLE PARKING





PRELIMINARY SITE PLAN FOR CONDOMINIUM PURPOSES

SENDERO

a portion of the Folsom Plan Area Specific Plan

Folsom, CA

October 25, 2024

MACKAY & SOMPS
CIVIL ENGINEERS PLANNERS SURVEYORS

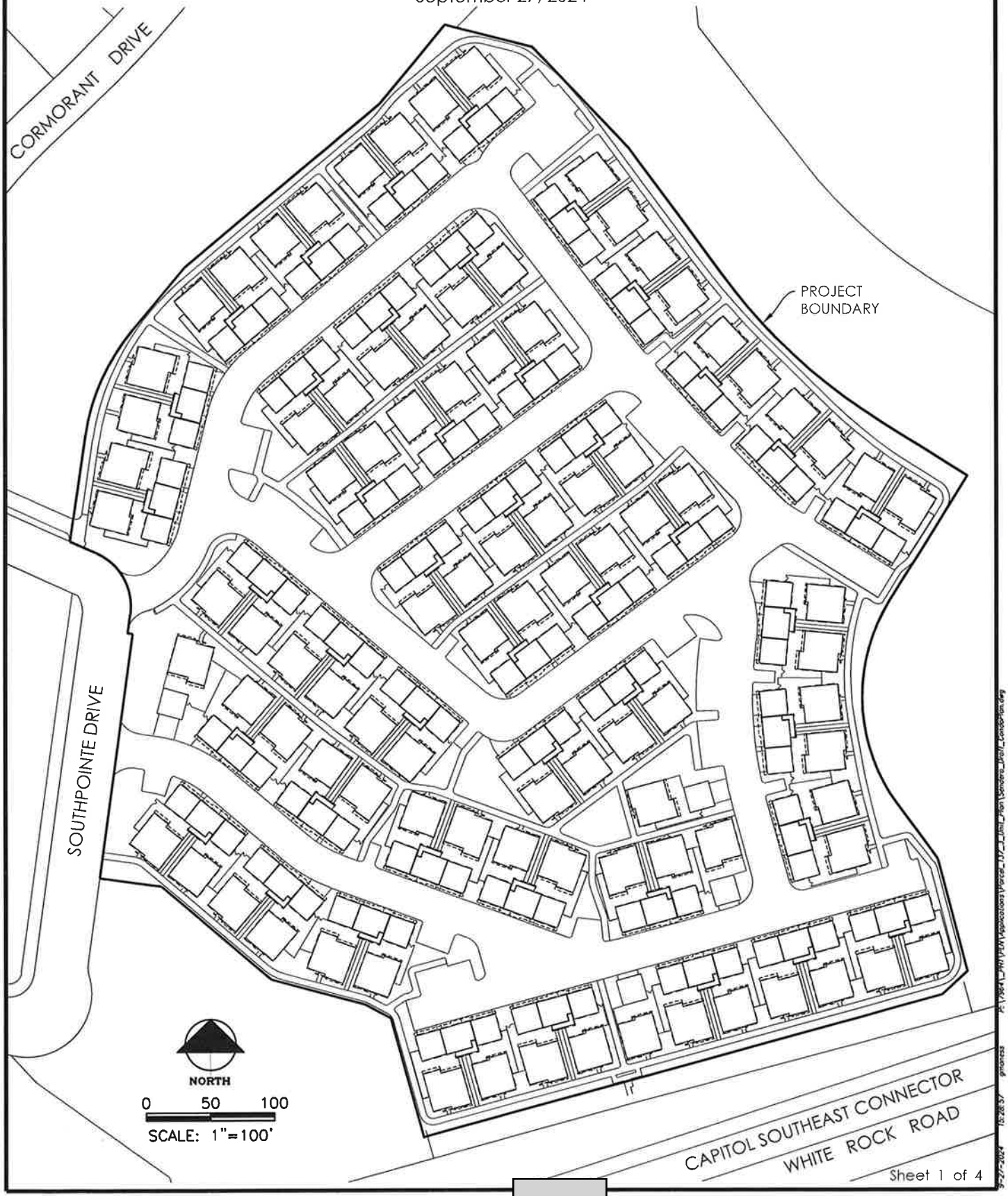
Sheet 1 of 3

ATTACHMENT 5

SENDERO
CONDOMINIUM PLAN

SITE PLAN

September 27, 2024

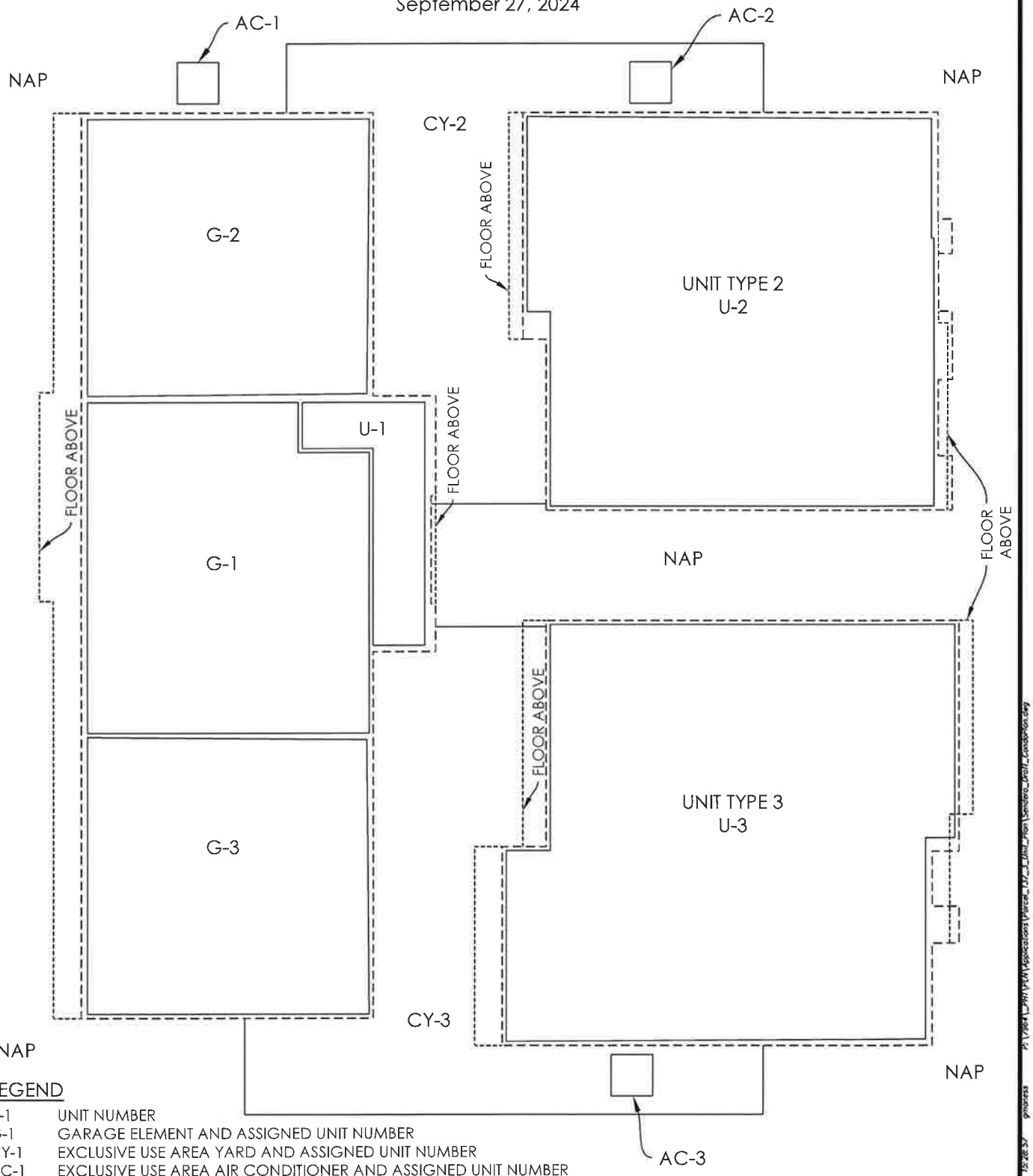


Sheet 1 of 4

SENDERO
CONDOMINIUM PLAN

TYPICAL UNIT CONFIGURATIONS
FIRST FLOOR

SCALE: 1"=10'
September 27, 2024



LEGEND

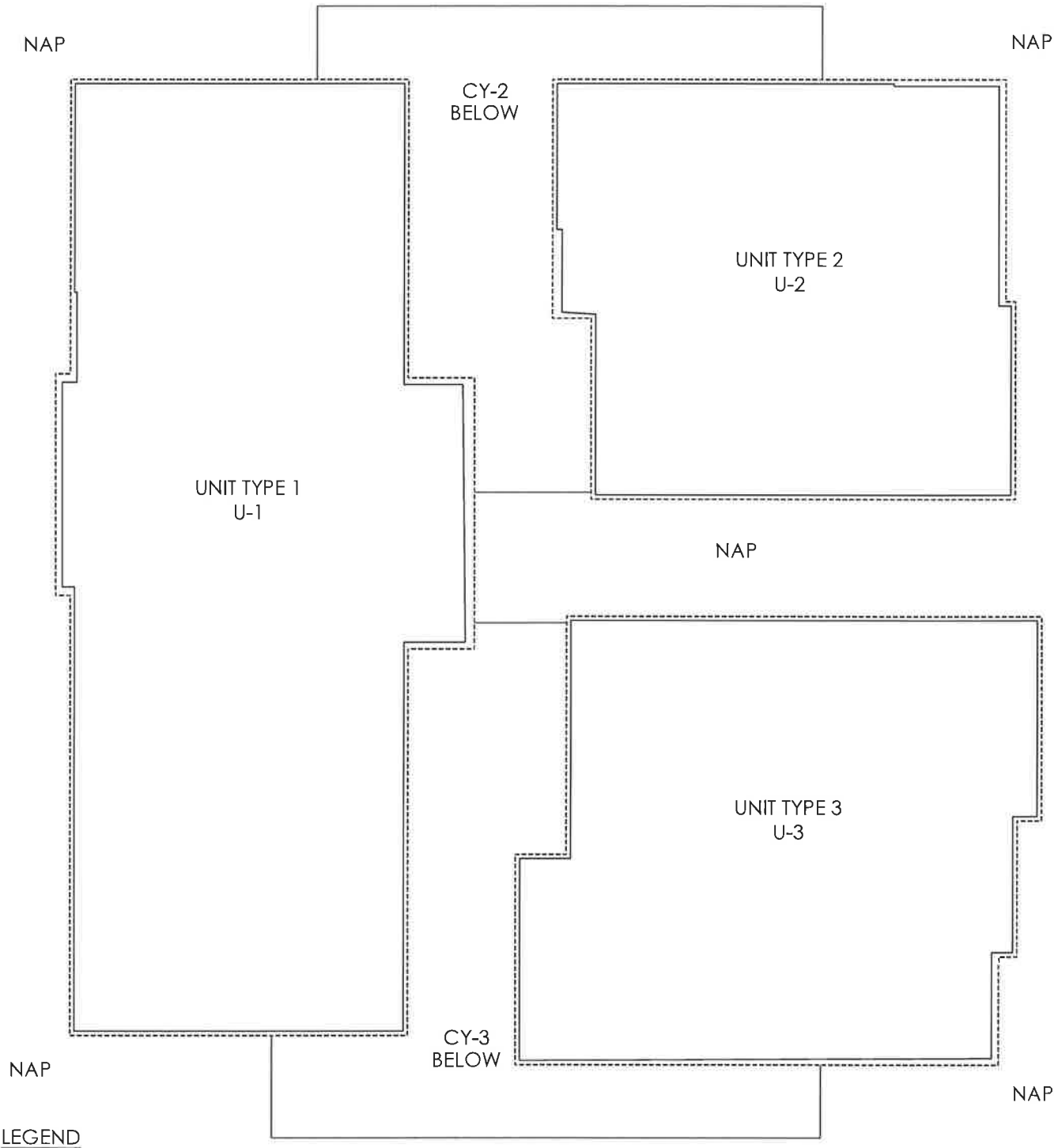
U-1	UNIT NUMBER
G-1	GARAGE ELEMENT AND ASSIGNED UNIT NUMBER
CY-1	EXCLUSIVE USE AREA YARD AND ASSIGNED UNIT NUMBER
AC-1	EXCLUSIVE USE AREA AIR CONDITIONER AND ASSIGNED UNIT NUMBER
NAP	NEIGHBORHOOD ASSOCIATION PROPERTY
- - - -	BUILDING OUTLINE
———	UNIT OUTLINE

SENDERO CONDOMINIUM PLAN

TYPICAL UNIT CONFIGURATIONS SECOND FLOOR

SCALE: 1"=10'

September 27, 2024



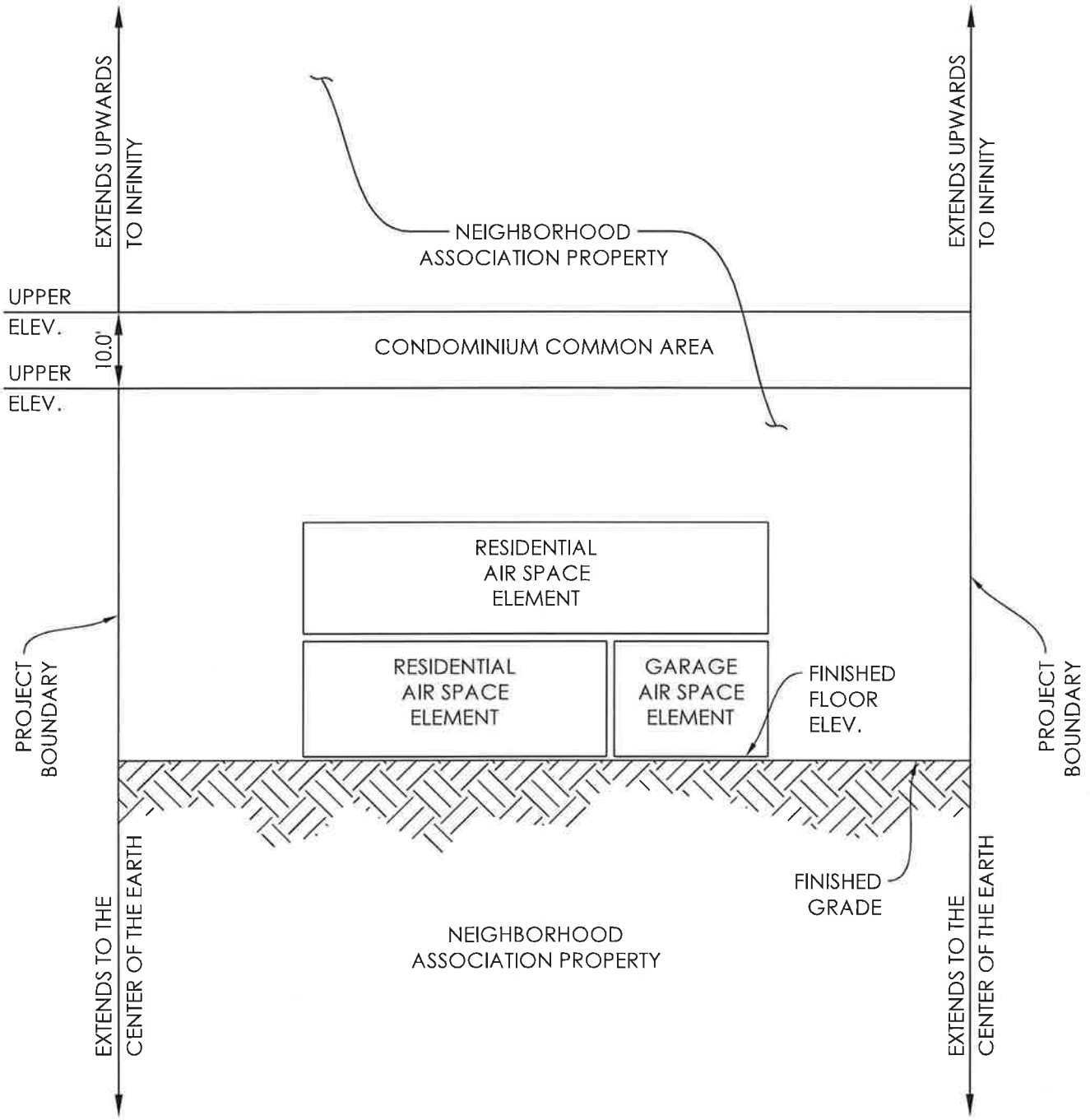
LEGEND

U-1	UNIT NUMBER
CY-1	EXCLUSIVE USE AREA YARD AND ASSIGNED UNIT NUMBER
NAP	NEIGHBORHOOD ASSOCIATION PROPERTY
- - - -	BUILDING OUTLINE
———	UNIT OUTLINE

SENDERO
CONDOMINIUM PLAN

CONDOMINIUM COMMON AREA DIAGRAM

September 27, 2024



TYPICAL SECTION

NOT TO SCALE

Sheet 4 of 4

ATTACHMENT 6

FINAL COAs – Approved by Planning Commission November 20, 2024

CONDITIONS OF APPROVAL FOR THE SENDERO LOT 14 PROJECT (MSTR24-00225) PARCEL MAP WAIVER, DESIGN REVIEW, AND MINOR ADMINISTRATIVE MODIFICATION				
Condition No.	**Mitigation Measure**	**Condition of Approval**	**When Required**	**Responsible Department**
		GENERAL CONDITIONS		
1.		***Development Plan*** The owner/applicant shall submit final site development plans to the Community Development Department that shall substantially conform to the exhibits referenced below: 1. Preliminary Site Plan for Condominium Purposes, dated October 25, 2024 2. Preliminary Utility Plan, dated October 25, 2024 3. Preliminary Grading and Drainage Plan, dated October 25, 2024 4. Preliminary Landscape Plan and Details, dated August, 2024 5. Fencing Plan, dated September 25, 2024 6. Preliminary Lighting Plan, dated September 17, 2024 7. Pedestrian Access and Circulation Plan, dated September 13, 2024 8. Architectural Design Package, Dated October 22, 2024 9. Preliminary Exterior Color/Material Design Booklet, dated October 24, 2024 The Design Review is approved for the development of a 136-unit residential project (Sendero - Mangini Lot 14). Implementation of the project shall be consistent with the above referenced items, the Folsom Plan Area Specific Plan (FPASP) as Amended, and these conditions of approval.	G, I, B	CD (P)(E)

2.		***Parcel Map Waiver*** The owner/applicant shall submit final site development Plans to the City Engineer for review and approval that shall substantially conform to the exhibits referenced below: 1. Preliminary Site Plan for Condominium Purposes dated October 25, 2024 2. Draft Condominium Plan, dated September 27, 2024 3. Draft Covenants, Conditions, and Restrictions (CC&Rs) The Parcel Map Waiver is approved for the development of a 136-unit residential condominium project (Sendero - Mangini Lot 14). Implementation of the project shall be consistent with the above referenced items, the Folsom Plan Area Specific Plan (FPASP) as amended, and these conditions of approval.	I, B	CD (E)
2.		***Community Development Department Subsequent Review*** Building plans, and all civil engineering, improvement, landscape, and irrigation plans, shall be submitted to the Community Development Department for review and approval to ensure conformance with this approval and with relevant codes, policies, standards, and other requirements of the City of Folsom.	G, I, B	CD (P)(E)(B)
3.		***Validity*** The project approvals granted under this staff report (Parcel Map Waiver, Design Review) shall remain in effect for two years from final date of approval (November 20, 2026). Failure to obtain the relevant building (or other) permits within this time period, without the subsequent extension of this approval, shall result in the termination of this approval. The Minor Administrative Modification (MAM) does not have an expiration date. An extension to the identified time frame may be granted by the Planning Commission. If after approval of this project, a lawsuit is filed which seeks to invalidate any approval, building permit, or other construction permit or entitlement required in connection with any of the activities or construction authorized by the project approvals, or to enjoin the development contemplated herein, or to challenge the issuance by any governmental agency of any environmental document or exemption determination, the project approvals shall be tolled during the time that any litigation is pending, including any appeals.	B	CD (P)

FINAL COAs – Approved by Planning Commission November 20, 2024

4.		***Indemnity for City*** The owner/applicant shall protect, defend, indemnify, and hold harmless the City and its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void, or annul any approval by the City or any of its agencies, departments, commissions, agents, officers, employees, or legislative body concerning the project, which claim, action or proceeding is brought within the time period provided therefore in Government Code Section 66499.37 or other applicable statutes of limitation. The City will promptly notify the owner/applicant of any such claim, action or proceeding, and will cooperate fully in the defense. The City may, within its unlimited discretion, participate in the defense of any such claim, action or proceeding if both of the following occur: • The City bears its own attorney's fees and costs; and • The City defends the claim, action or proceeding in good faith The owner/applicant shall not be required to pay or perform any settlement of such claim, action or proceeding unless the settlement is approved by the owner/applicant. The owner/applicant's obligations under this condition shall apply regardless of whether a Parcel Map is ultimately recorded with respect to this project.	OG	CD (P)(E)(B) PW, PR, FD, PD
5.		***ARDA Compliance*** The owner/applicant shall comply with all provisions of Amendments No. 1 and 2 to the First Amended and Restated Tier 1 Development Agreement and any approved amendments thereafter by and between the City and the owner/applicant of the project.	B	CD (E)
6.		***Homeowners Association*** A Homeowners Association shall be established to maintain the common areas of the community as defined in the community Conditions, Covenants, and Restrictions (CC&Rs).	O	CD (P)

7.		***Disclosures*** The owner/applicant shall disclose to the homeowners in the Community Conditions, Covenants, and Restrictions (CC&Rs) the following items. CC&Rs are to be reviewed and approved by the Community Development Department. 1) Future public parks and public schools are in relatively close proximity to the proposed project site, and that the public parks may include facilities (basketball courts, a baseball field, softball fields, soccer fields, and playground equipment) that may generate noise impacts during various times, including but not limited to evening and nighttime hours. The owner/applicant shall also disclose that the existing public parks include nighttime sports lighting that may generate lighting impacts during evening and nighttime hours. 2) The project site is located directly adjacent to White Rock Road where the Capital Southeast Connector roadway project is under construction. The owner/applicant shall disclose that the Capital Southeast Connector roadway may generate noise and lighting impacts associated with motor vehicle traffic during all hours of the day and night. 3) The soil at the project site may contain naturally occurring asbestos and naturally occurring arsenic. 4) The collecting, digging, or removal of any stone, artifact, or other prehistoric or historic object located in public or open space areas, and the disturbance of any archaeological site or historic property, is prohibited. 5) The project site is located close to the Mather Airport flight path and overflight noise may be present at various times. 6) The location of the fencing shall remain in perpetuity as shown and installed originally by the Applicant.	O	CD (P) PK

		7) Waste bins shall be collected and returned to the garage or other designated area (as determined by the Association) not later than twenty-four (24) hours after the collection day. 8) That all properties located within one mile of an on- or off-site area zoned or used for agricultural use (including livestock grazing) shall be accompanied by written disclosure from the transferor, in a form approved by the City of Folsom, advising the owner/applicant and renters of the potential adverse odor impacts from surrounding agricultural operations, which disclosure shall direct the transferee to contact the County of Sacramento concerning any such property within the County zoned for agricultural uses within one mile of the subject property being transferred.		
8.	✓	***Mangini Ranch Lot 14 Bungalows Mitigation Monitoring Reporting Program (MMRP).*** The owner/applicant shall implement all the applicable mitigation measures from the FPASP (May 2011) MMRP, as amended by the Revised Proposed Water Supply Facility Alternative (November 2012), the Folsom South of U.S. Highway 50 Backbone Infrastructure Mitigated Negative Declaration (December 2014), and the Westland Eagle Specific Plan Amendment (September 2015), and City of Folsom 2035 General Plan Amendments for Increased Residential Capacity Project (August 2024).	I, G, B, OG	CD (E)(P), PW, FD, EWR, PD, PR
DEVELOPMENT COSTS AND FEE REQUIREMENTS				
9.		***Applicable Taxes, Fees, and Charges*** The owner/applicant shall pay all applicable taxes, fees, and charges for the project at the rate and amount required by the Public Facilities Financing Plan and Amendments No. 1 and No. 2 to the Amended and Restated Tier 1 Development Agreement.	B	CD (P)(E)
10.		***Existing Assessments*** If applicable, the owner/applicant shall pay off any existing assessments against the property, or file necessary segregation request and pay applicable fees.	B	CD (E)

11.		***Use of Outside Legal Counsel and Consultants*** The City, at its sole discretion, may utilize the services of outside legal counsel to assist in the implementation of this project, including, but not limited to, drafting, reviewing and/or revising agreements and/or other documentation for the project. If the City utilizes the services of such outside legal counsel, the City shall provide notice to the owner/applicant of the outside counsel selected, the scope of work and hourly rates, and the owner/applicant shall reimburse the City for all outside legal fees and costs incurred and documented by the City for such services. The owner/applicant may be required, at the sole discretion of the City Attorney, to submit a deposit to the City for these services prior to initiation of the services. The owner/applicant shall be responsible for reimbursement to the City for the services regardless of whether a deposit is required.	OG	CD (P)(E)
12.		***Special Study Reimbursement*** If the City utilizes the services of consultants to prepare special studies or provide specialized design review or inspection services for the project, the City shall provide notice to the owner/applicant of the outside consultant selected, the scope of work and hourly rates, and the owner/applicant shall reimburse the City for actual costs incurred and documented in utilizing these services, including administrative costs for City personnel. A deposit for these services shall be provided prior to initiating review of the Grading Plan, Parcel Map, improvement plans, or beginning inspection, whichever is applicable.	G, I, B	CD (P)(E)

13.		***Development Impact Fees*** The owner/applicant shall be subject to all Folsom Plan Area Specific Plan Area development impact fees established at the time of approval consistent with the Public Facilities Financing Plan (PFFP), Development Agreement and amendments thereto, unless exempt by previous agreement. The owner/applicant shall be subject to all applicable Folsom Plan Area plan-wide development impact fees in effect at the time of approval at the rates in effect when a building permit is issued. These fees may include, but are not limited to, the Folsom Plan Area Specific Plan Fee, Specific Plan Infrastructure Fee (SPIF), Solid Waste Fee, Corporation Yard Fee, Transportation Management Fee, Transit Fee, Highway 50 Interchange Fee, General Park Equipment Fee, Housing Trust Fee, etc. Any protest to such for all fees, dedications, reservations, or other exactions imposed on this project will begin on the date of final approval, or otherwise shall be governed by the terms of Amendments No. 1 and 2 to ARDA. The fees shall be calculated at the fee rate set forth in the PFFP and the ARDA.	B	CD (P), PW, PK
14.		***School District Fees*** The owner/applicant agrees to pay to the Folsom-Cordova Unified School District the maximum fee authorized by law for the construction and/or reconstruction of school facilities. The applicable fee shall be the fee established by the School District that is in effect at the time of the issuance of a building permit. Specifically, the owner/applicant agrees to pay any and all fees and charges and comply with any and all dedications or other requirements authorized under Section 17620 of the Education Code; Chapter 4.7 (commencing with Section 65970) of the Government Code; and Sections 65995, 65995.5 and 65995.7 of the Government Code.	B	CD (P)
		MAP REQUIREMENTS		
15.		***Digital Copy of Map*** The owner/applicant shall provide a digital copy of the recorded Parcel Map (in AutoCAD format) to the Community Development Department.	M	CD (E)
16.		***Provide FCUSD Map*** The owner/applicant shall provide the Folsom-Cordova Unified School District with a copy of the recorded Parcel Map.	M	CD (P)

FINAL COAs – Approved by Planning Commission November 20, 2024

17.		***Street Names*** The Applicant shall use street names as shown in the Folsom Plan Area Specific Plan, and in the case of unnamed streets, select street names from the City's approved list or subsequently approved by the Planning Commission for the recorded Parcel Map.	M	CD (P)(E)
18.		***Private Easement Dedication*** The owner/applicant shall dedicate private easements for utilities, drainage, water, and sanitary sewer on the Parcel Map prior to issuance of a building permit.	B	CD (E)
19.		***Reciprocal Access*** The owner/applicant shall dedicate a reciprocal access easement for common use of the project driveways on Street A and internal drive aisles.	M	CD (E)
20.		***Public Utility Easements*** The owner/applicant shall dedicate public utility easements as follows: ✓ 12.5-foot-wide public utility easement along both sides of Street A. The public utility easement, which may be reduced in width upon approval by public utility companies, shall be shown on the Parcel Map. ✓ 40.5-foot-wide public right-of-way for the segment of Street A that corresponds to Section W-1. The 40.5-foot public right-of-way shall be shown on the Parcel Map. ✓ 36-foot-wide public right-of-way for the segment of Street A that corresponds to Section W-2. The 36-foot-wide public right-of-way shall be shown on the Parcel Map.	M	CD (E)
21.		***Lot Merger*** The owner/applicant shall complete and record a Lot Merger that combines the four parcels created by the Mangini Lot 14 Bungalows Tentative Parcel Map into one parcel prior to issuance of the first building permit.	M	CD (E)(P)
22.		***Inclusionary Housing Agreement*** An Inclusionary Housing Agreement, consistent with the Inclusionary Housing Plan approved by the Planning Commission, and in a form acceptable to the City Attorney, shall be executed prior to recordation of the Certificate of Compliance for the Condominium Map Waiver for the Sendero (Mangini Ranch Lot 14) project.	M	CD (E), CA
GRADING PERMIT REQUIREMENTS				

FINAL COAs – Approved by Planning Commission November 20, 2024

23.		***Mining Activity Remediation*** The owner/applicant shall locate and remediate all antiquated mine shafts, drifts, open cuts, tunnels, and water conveyance or impoundment structures existing on the project site, with specific recommendations for the sealing, filling, or removal of each that meet all applicable health, safety, and engineering standards. Recommendations shall be prepared by an appropriately licensed engineer or geologist. All remedial plans shall be reviewed and approved by the City Engineer prior to approval of grading plans.	G	CD (E)
24.		***State and Federal Permits*** The owner/applicant shall obtain all required State and Federal permits and provide evidence that said permits have been obtained, or that the permit is not required, subject to staff review prior to approval of any grading or improvement plan.	G, I	CD (P)(E)
25.		***Design Guidelines Compliance –Walls and Fencing*** The final location, design, height, materials, and colors of the sound walls and fencing shall be subject to review and approval by the Community Development Department to ensure consistency with the Folsom Ranch Central District Design Guidelines. In addition, decorative pilasters are to be placed at all corners and shall also be placed approximately every 50 feet on center to break up the long expanse of the wall along the western and southern property boundary.	G, I, B	CD (P)(E), FD
26.		***Retaining Wall Review*** The final location, design, height, materials, and colors of retaining walls be subject to review and approval by the Community Development Department.	G, I, B	CD (P)(E), FD
IMPROVEMENT PLAN REQUIREMENTS				
27.		***Improvement Plan Review*** The improvement plans for the required public and private improvements necessary to serve the project shall be reviewed and approved by the Community Development Department prior to approval of a building permit for the project.	B	CD (E)

FINAL COAs – Approved by Planning Commission November 20, 2024

28.		***Improvement Compliance*** Public and private improvements, including roadways, curbs, gutters, sidewalks, bicycle lanes and trails, streetlights, underground infrastructure, and all other improvements shall be provided in accordance with the latest edition of the City of Folsom *Standard Construction Specifications and Details* and the *Design and Procedures Manual and Improvement Standards* and to the satisfaction of the City Engineer.	I	CD (P)(E)
29.		***Site Modification Review*** Any modifications to the existing site shall be submitted for review and approval by the Community Development Department. Public and private improvements, including roadways, curbs, gutters, sidewalks, bicycle lanes and trails, streetlights, underground infrastructure, and all other improvements shall be provided in accordance with the latest edition of the City of Folsom Standard Construction Specifications and Details and the Design and Procedures Manual and Improvement Standards.	I	CD (P)(E)
30.		***Improvement Completion*** Public and private improvements, including roadways, curbs, gutters, sidewalks, bicycle lanes and trails, streetlights, underground infrastructure, and all other improvements shall be completed prior to the first Certificate of Occupancy for the project, to the satisfaction of the City Engineer.	O	CD (P)(E)
31.		***On-Site Water and Sewer*** The on-site water and sewer systems shall be privately owned and maintained. The fire protection system shall be separate from the domestic water system. The fire system shall be constructed to meet the National Fire Protection Association Standard 24. The domestic water and irrigation system shall be metered per City of Folsom *Standard Construction Specifications*.	I	CD (E)

32.		***Lighting Plan Review*** The owner/applicant of all project phases shall submit a lighting plan for the project to the Community Development Department. The lighting plan shall be consistent with the Folsom Ranch Central District Design Guidelines: • Shield or screen lighting fixtures to direct the light downward and prevent light spill on adjacent properties; • Place and shield or screen flood and area lighting needed for construction activities, nighttime sporting activities, and/or security so as not to disturb adjacent residential areas and passing motorists; • For public lighting in residential neighborhoods, prohibit the use of light fixtures that are of unusually high intensity or that blink or flash unless for the purpose of safety; • Use appropriate building materials (such as low-glare glass, low-glare building glaze or finish, neutral, earth toned colored paint and roofing materials), shielded or screened lighting, and appropriate signage in the office/commercial areas to prevent light and glare from adversely affecting motorists on nearby roadways; and • Design exterior on-site lighting as an integral part of the building and landscaping design in the Specific Plan Area. Lighting fixtures shall be architecturally consistent with the overall site design. Lights used on signage should be directed to light only the sign face with no off-site glare.	I	CD (P)
33.		***Utility Agency Coordination*** The owner/applicant shall coordinate the planning, development, and completion of this project with the various utility agencies (i.e., SMUD, PG&E, etc.). The owner/applicant shall provide the City with written confirmation of public utility service prior to approval of the parcel map.	I	CD (P)(E)
34.		***Replacement of Damaged Facilities*** The owner/applicant shall be responsible for replacing any, and all damaged or hazardous public sidewalk, curb, and gutter, and/or bicycle trail facilities along the site frontage and/or boundaries, including pre-existing conditions and construction damage, to the satisfaction of the City Engineer.	I, OG	CD (E)

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35.		***Powerlines Underground*** All future utility lines lower than 69 KV that are to be built within the project shall be placed underground within and along the perimeter of the project at the owner/applicant's cost. The owner/applicant shall dedicate to SMUD all necessary underground easements for the electrical facilities that will be necessary to service development of the project.	I	CD (E)
36.		***Water Meters*** The owner/applicant shall pay for, furnish, and install all infrastructure associated with the water meter fixed network system for any City-owned and maintained water meter for the project.	I	CD (E), EWR
37.		***Service Easements*** The owner/applicant shall provide sanitary sewer, water, and storm drainage improvements with corresponding easements, as necessary, in accordance with these studies and the latest edition of the City of Folsom *Standard Construction Specifications and Details*, and the *Design and Procedures Manual and Improvement Standards* and to the satisfaction of the City Engineer. The storm drainage design shall provide for no net increase in run-off under post-development conditions. The owner/applicant shall dedicate a public storm drain easement for the off-site hydromodification basin and any associated off-site infrastructure associated with the basin on the Parcel Map.	G, I, B	CD(E), EWR, PW
38.		***Storm Drain Improvement Plans*** The storm drain improvement plans shall provide for "Best Management Practices" that meet the requirements of the water quality standards of the City's National Pollutant Discharge Elimination System Permit issued by the State Regional Water Quality Control Board. In addition to compliance with City ordinances, the owner/applicant shall prepare a Stormwater Pollution Prevention Plan (SWPPP) and implement Best Management Practices (BMPs) that comply with the General Construction Stormwater Permit from the Central Valley RWQCB, to reduce water quality effects during construction. Detailed information about the SWPPP and BMPs are provided in Chapter 3A.9, "Hydrology and Water Quality."	G, I	CD (E)

39.		***Litter Control*** During Construction, the owner/applicant shall be responsible for litter control and sweeping of all paved surfaces in accordance with City standards. All on-site storm drains shall be cleaned immediately before the official start of the rainy season (October 15).	OG	CD (E)
40.		***Public Utility Easements*** The owner/applicant shall dedicate public utility easements for underground facilities on properties adjacent to the public streets. A minimum of twelve and one-half-foot (12.5') wide Public Utility Easements for underground facilities (i.e., SMUD, Pacific Gas and Electric, cable television, telephone) shall be dedicated adjacent to all public rights-of-way. The owner/applicant shall dedicate additional width to accommodate extraordinary facilities as determined by the City. The width of the public utility easements adjacent to public right-of-way may be reduced with prior approval from public utility companies.	I	CD (E)
41.		**Management of Tribal Cultural Resources** Should any indications of possible tribal cultural resources (TCRs), such as cultural features, unusual amounts of bone or shell, or cultural belongings be encountered during any construction activities, work shall be suspended in the vicinity of the find and the appropriate oversight agency(ies) shall be notified immediately. The appropriate oversight agency(ies) shall retain a tribal representative or Tribal Historic Preservation Officer (THPO) who shall assess the significance of the find by evaluating the resource to determine if it is a TCR as defined in Section 21074 of the Public Resources Code. If the resource is a TCR as defined in state law, and it would be subject to disturbance or destruction, the City shall consult with the THPO or their designee to determine the appropriate treatment before resuming construction activities at the TCR.	DC	CD (P)(E)
ARCHITECTURE/SITE DESIGN REQUIREMENTS				

42.		***Architecture and Design Requirements*** The project shall comply with the following architecture and design requirements: 1. The approval is for two 2-story bungalow plans, one carriage unit plan atop three 2-car garages (three building elevations with nine color and material options providing nine individual expressions per plan, for a total of 27 combinations). The applicant shall submit building plans that comply with this approval and the Architectural Design Package, dated October 22, 2024, and Preliminary Exterior Color/Material Design Booklet, October 24, 2024. 2. The design, materials, and colors of the proposed project shall be consistent with the attached building elevations, materials samples, and color scheme to the satisfaction of the Community Development Department. 3. Brick pavers or another type of colored masonry material (ADA compliant) shall be used to designate pedestrian crossings of Southpointe Drive and pedestrian crossing of drive aisles. Brick pavers or colored masonry material shall be incorporated as a design feature at the two driveway entrances on Southpointe Drive to the satisfaction of the Community Development Department. 4. All mechanical equipment shall be ground-mounted and be shielded by landscaping or trellis-type features. Equipment shall be properly ventilated and accessible for maintenance. 5. Decorative light fixtures, consistent with the Folsom Ranch Central District Design Guidelines and unique to each architectural design theme, shall be added to the front and rear building elevation of each Master Plan to the satisfaction of the Community Development Department and along the perimeter walkway on low bollards. 6. Utility equipment such as transformers, electric and gas meters, electrical panels, and junction boxes shall be screened by walls and or	B	CD (P)(B)

		landscaping.		
43.		***Trash and Recycling Collection Plan*** A final Collection Plan shall be submitted to City Solid Waste and Recycling for review and approval that encompasses the following: • CC&R language describing storage requirements for trash, organic waste, and recycling totes, time frames for setting totes out for collection and for their return to storage, and prohibitions against setting totes in prohibited locations for collection. • A site plan detailing proposed collection locations for all totes. Occupancy of residential units shall not be granted until approval of the Collection Plan is obtained.	O	PW
44.		***Monument Signage*** The final location, height, size, and design of future monument sign be subject to review and approval by the Community Development Department to ensure consistency with the requirements of the Folsom Municipal Code (FMC, Section 17.59.040 D). In addition, the owner/applicant shall obtain a sign permit prior to installation of the monument sign.	B	CD (P)
LANDSCAPE/TREE PRESERVATION REQUIREMENTS				

45.		***Final Landscape Plans by Registered Landscape Architect*** Final landscape plans and specifications shall be prepared by a registered landscape architect and approved by the City prior to the approval of the first building permit. Said plans shall include all on-site landscape specifications and details including a tree planting exhibit demonstrating sufficient diversity and appropriate species selection to the satisfaction of the Community Development Department. The tree exhibit shall include all street trees, accent trees, parking lot shading trees, and mitigation trees proposed within the development. Said plans shall comply with all State and local rules, regulations, Governor's declarations, and restrictions pertaining to water conservation and outdoor landscaping. Landscaping shall meet shade requirements as outlined in the Folsom Plan Area Specific Plan where applicable. The landscape plans shall comply and implement water efficient requirements as adopted by the State of California (Assembly Bill 1881) (State Model Water Efficient Landscape Ordinance) until such time the City of Folsom adopts its own Water Efficient Landscape Ordinance at which time the owner/applicant shall comply with any new ordinance. Shade and ornamental trees shall be maintained according to the most current American National Standards for Tree Care Operations (ANSI A-300) by qualified tree care professionals. Tree topping for height reduction, view protection, light clearance or any other purpose shall not be allowed. Specialty-style pruning, such as pollarding, shall be specified within the approved landscape plans and shall be implemented during a 5-year establishment and training period. The owner/applicant shall comply with city-wide landscape rules or regulations on water usage. The owner/applicant shall comply with any state or local rules and regulations relating to landscape water usage and landscaping requirements necessitated to mitigate for drought conditions on all landscaping in the Sendero Lot 14 project.	B	CD (P)(E)
46.		***Ongoing Landscape Maintenance*** The owner/applicant shall be responsible for on-site landscape maintenance throughout the life of the project to the satisfaction of the Community Development Department. Vegetation or planting shall not be less than that depicted on the final landscape plan unless tree removal is approved by the Community Development Department because the spacing between trees will be too close on center as they mature.	B, OG	CD (P)(E)

47.		***Additional Planting in Adjacent Open Space*** Owner/Applicant shall work with City Parks and Recreation staff and the City Arborist to develop landscape and irrigation plans for the offsite planting of native, drought tolerant trees in the adjacent open space parcels (APNs 072-3380-031 and -032) within a distance not to exceed 30 feet of the project site boundaries. The plan shall include planting, maintenance, and irrigation measures, and shall have a goal of planting at least one tree per building 'Pod' located along the interior edge of the project site boundary line. Said trees within the open space parcels shall be equipped with wire cages and trunk guards (or similar protective measures as approved by the City Arborist) to protect them from herbivory including grazing animals to include goats and sheep to the satisfaction of the city. The landscape and irrigation plans shall be reviewed and approved by Parks and Recreation and the City Arborist prior to the first Certificate of Occupancy of production homes. Installation of the trees, protective measures, and associated irrigation system shall be completed prior to the final Certificate of Occupancy of production homes. The project owner/applicant shall be responsible for maintaining the trees in a healthy condition in perpetuity. ***[Modified by Planning Commission at hearing.]***	B, OG	CD (P), PR
TRAFFIC/ACCESS/CIRCULATION/PARKING REQUIREMENTS				

48.		***Roadway and Pedestrian Improvements*** Based on the recommendations of the Access and Circulation Analysis dated April 20, 2021, prepared for the Mangini Ranch Lot 14 Bungalows, and to ensure safe travel within the project site, the following conditions of approval shall be implemented to the satisfaction of the Community Development Department: • The owner/applicant shall restrict access into the right side of the southbound left turn lanes at the intersection of East Bidwell Street and Regency Parkway/Southpointe Drive to the satisfaction of the City Engineer to prevent trap movement at the merge lane for eastbound Southpointe Drive. • The south pedestrian crossing of Southpointe Drive shall be relocated to the north side of the south driveway to the satisfaction of the City Engineer. Appropriate sight distance triangles shall be provided at the two pedestrian crossings of Soutpointe Drive, consistent with Exhibit 1 of the Access and Circulation Study and to the satisfaction of the Community Development Department. The owner/applicant shall also install enhanced pavement markings and advance warning signs, including a Rectangular Rapid Flashing Beacon (RRFB) crossing, at each of the pedestrian crossings of in of Southpointe Drive in a manner consistent with the current edition of the California Manual on Traffic Control Devices (CMUTCD) to the satisfaction of the City Engineer. • "Stop" signs and appropriate pavement markings shall be installed at the internal northbound approaches to the two project driveways located on Street A to the satisfaction of the Community Development Department.	O	CD (E), PW, FD
49.		***Parking Restrictions*** A minimum of 328 on-site parking spaces and 12 on-street parking spaces shall be provided. Owner/applicant shall install No Parking signs on the west side of Southpointe Drive and north side of Hummingbird Circle adjacent to the project to the satisfaction of the Community Development Department. Owner/applicant shall require residents to use garage spaces for vehicle and bicycle parking only. Garage parking shall not be used for storage.	I, O	CD (P)(E)

50.		***Bicycle Parking*** A minimum of 38 on-site bicycle parking spaces shall be provided for the project including 10 bicycle parking spaces that shall be located at the community clubhouse building (inside or outside) to serve residents of the community.	I, O	CD (P)(E)
NOISE REQUIREMENTS				
51.		***Noise Measures*** Based on the recommendations of the Environmental Noise Analysis dated April 9, 2021, prepared for the Mangini Ranch Lot 14 Bungalows, the following conditions of approval shall be implemented to the satisfaction of the Community Development Department: • Solid noise barriers shall be constructed to reduce future White Rock Road traffic noise levels below the City of Folsom exterior criteria of 60 dB Ldn. The barrier locations and heights are indicated on Figure 2 [of Noise Analysis]. The barriers are specified relative to backyard elevation unless the backyard elevation is below the roadway elevation, in which case the barrier height is specified relative to roadway elevation. Suitable materials for the traffic noise barriers include masonry and precast concrete panels. Other materials may be acceptable but should be reviewed by an acoustical consultant before use and are subject to review and approval by the Community Development Department. • Mechanical ventilation (air conditioning) shall be provided for all units to allow the occupants to close doors and windows as desired to achieve compliance with the applicable interior noise level criteria. • All second and third floor windows of units adjacent to White Rock Road from which the roadway is visible shall have a minimum STC rating of 32. Figure 2 of Noise Analysis shows the specific units where this measure applies.	B	CD (P)(B)
52.		***Construction Hours*** Hours of construction operations shall be limited to 7:00 a.m. to 6:00 p.m. on weekdays and 8:00 a.m. to 5:00 p.m. on Saturdays with no construction permitted on Sundays or holidays.	B	CD (P)(B)
PARKS AND RECREATION REQUIREMENTS				

53.		***Class I Trail*** The owner/applicant shall be responsible for preparing the site work necessary for future construction of the Class I multi-purpose trail located directly north of the project site across Street A including but not limited to grading, retaining wall construction, and installation of post and cable fence.	I, G	CD (P)(E), PR
54.		***Pedestrian Connection*** The owner/applicant shall provide a pedestrian connection from the project site to the future Class I multi-purpose trail located on the north side of White Rock Road. The final location and design of the pedestrian connection be subject to review and approval by the City Engineer.	I, G	CD (P)(E), PR
FIRE DEPARTMENT REQUIREMENTS				
55.		The owner/applicant must comply with the following Fire Department requirements: • All buildings shall have illuminated addresses visible from the street or drive fronting the property. Size and location of address identification shall be reviewed and approved by the Fire Marshal. • Prior to the issuance of any improvement plans or building permits, the Community Development and Fire Departments shall review and approve all detailed design plans for accessibility of emergency fire equipment, fire hydrant flow location, and other construction features. • All fire protection devices shall be designed to be located on site: fire hydrants, fire department connections, post indicator valves, etc. cannot be used to serve the building. A water model analysis that proves the minimum fire flow will be required before any permits are issued. The fire sprinkler riser location shall be inside a Fire Control Room (5' X 7' minimum) with a full-sized 3'-0" door. This room can be a shared with other building utilities. The room shall only be accessible from the exterior. All-weather emergency access roads and fire hydrants (tested and flushed) shall be provided before combustible material or vertical construction is allowed on site. All-weather access is defined as 6" of compacted AB from May 1 to September 30 and 2"AC over 6" AB from October 1 to April 30.	G, I, B	CD (P), FD

POLICE/SECURITY REQUIREMENT				
56.		The owner/applicant shall consult with the Police Department to incorporate all reasonable crime prevention measures. The following security/safety measures shall be considered: • A security guard on-duty at all times at the site or a six-foot security fence shall be constructed around the perimeter of construction areas. • Security measures for the safety of all construction equipment and unit appliances. Landscaping shall not cover exterior doors or windows, block line-of-sight at intersections or screen overhead lighting.	G, I, B	PD
MISCELLANEOUS REQUIREMENTS				
57.		***Transfer of Development Rights*** Should there be a desire to transfer unused allocated residential dwelling units from the subject FPASP parcel to another FPASP parcel that meets the criteria of FPASP Section 13.3 – Administrative Procedures, a Minor Administrative Modification request shall be submitted to the Planning Division for review and approval prior to recordation of the Parcel Map Waiver.	M	CD (P)
58.		***FPASP Updates*** The owner/applicant shall update the Folsom Plan Area Specific Plan document to reflect any textural and graphic changes associated with the proposed project including but not limited to the Minor Administrative Modification changes to the satisfaction of the Community Development Department. In addition, the owner/applicant shall provide the City with an electronic copy of the updated FPASP Document.	B	CD (P)

FINAL COAs – Approved by Planning Commission November 20, 2024

RESPONSIBLE DEPARTMENT		WHEN REQUIRED	
CD (P) (E) (B) (F)	Community Development Department Planning Division Engineering Division Building Division Fire Division	I	Prior to approval of Improvement Plans
		M	Prior to approval of Final Map
		B	Prior to issuance of first Building Permit
		O	Prior to approval of Occupancy Permit
		G	Prior to issuance of Grading Permit
PW	Public Works Department	DC	During construction
PR	Park and Recreation Department	OG	On-going requirement
PD	Police Department		

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CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Folsom City Council
Staff Report

MEETING DATE:	1/14/2025
AGENDA SECTION:	New Business
SUBJECT:	At-Large Appointments to the Arts and Culture Commission, Historic District Commission, Landscaping and Lighting District Advisory Committee, Library Commission, Parks and Recreation Commission, Planning Commission, Traffic Safety Committee, and Utility Commission
FROM:	City Clerk's Department

RECOMMENDATION

Staff recommends that the City Council make at-large appointments to the Arts and Culture Commission, Historic District Commission, Landscaping and Lighting District Advisory Committee, Library Commission, Parks and Recreation Commission, Planning Commission, Traffic Safety Committee, and Utility Commission.

BACKGROUND

The terms for at-large appointments to the City of Folsom's commissions and committees (with the exception of three at-large appointments to the Historic District Commission) expire in December of even-numbered years.

To ensure a transparent and inclusive process, a Notice of Vacancies/Invitation to Apply was published in the Folsom Telegraph and the City's newsletter, shared through the City's social media channels, and posted on the City's website, as well as posted on bulletin boards at City Hall and the Folsom Public Library. In addition, communication was sent to current commissioners whose terms expired in December 2024, inviting them to apply to be considered for reappointment.

POLICY

Folsom Municipal Code Section 2.35.030 establishes, in part, the first regularly scheduled meeting of the City Council in December of even numbered years as the uniform termination date for all at-large appointments (except the three at-large appointments to the Historic District Commission representing historic preservation, residents of the Historic District, and a business owner within the Sutter Street subarea, which expire in December of odd-numbered years.)

ANALYSIS

Commissions and committees play an important role by providing program review and advising the City Council on a wide range of issues. Most commissions are comprised of seven members: five members appointed directly by each councilmember and two at-large members appointed collectively by the entire City Council. This structure ensures both individual representation from each councilmember and a collaborative selection of at-large members, hopefully promoting a balanced and inclusive approach to local governance.

The City Clerk's office received over 70 applications by the November 14 application deadline. These applications were forwarded to the City Councilmembers in early December for their advance review and consideration.

ATTACHMENT

List of Applicants – January 2025 At-Large Appointments

Respectfully submitted,

Christa Freemantle, CMC
City Clerk

ATTACHMENT 1

List of Applicants – January 2025 At-Large Appointments

Folsom Commissions / Committees
List of Applicants – January 2025 At-Large Appointments *(updated 12/26/2024)*

Last Name	First Name	1st Choice	2nd Choice	3rd Choice	4th Choice	5th Choice	6th Choice	7th Choice
Allaman	Marc	Arts & Culture*						
Allaman	Kathryn	Library*						
Attebery	Denise	Library	Planning	Parks & Rec	Traffic Safety	Arts & Culture	HDC	Utility
Boboc	Robert	Parks and Rec						
Boroumand	Neal	Traffic Safety						
Brausch	Joanne	Traffic Safety*	Parks & Rec	Planning				
Brown	Allen	L&L*						
Cabrera	Jennifer	HDC*						
Chis	Solomon	Arts & Culture	Library	Parks & Rec	Planning	Traffic Safety	Utility	
Cogil	Rick	Traffic Safety						
Cornell	Ian	L&L*						
Delp	Bob	Planning	HDC					
Deutsche	Robert	Library						
Doty	David	Traffic Safety	Parks & Rec	Planning	L&L			
Econome	Sandy	Parks & Rec	*Note: Econome directly appointed to Parks & Rec by Vice Mayor Raithel*					
Edens	Jessica	Library						
Elkhatib	Hla	Planning	Parks & Rec					
Felts	John	HDC*						
Gadiraju	Hari	Planning	Parks & Rec	Utility	Library	Arts & Culture	Traffic Safety	
Ganly	Jamie	Library						
Garcia	Raymond	Traffic Safety	Planning	Parks & Rec				
Garosi	Justin	Utility						
Getz	Steven	Traffic Safety	Parks & Rec					

Goddard	Kevin	Traffic Safety*	Parks & Rec	Utility				
Goddard	Alexis	Arts & Culture	Parks & Rec	Library	*Note: Alexis Goddard directly appointed to Arts & Culture by Councilmember Leary*			
Guillory	Anthony	Planning	Parks & Rec					
Hawkins	Carol	Traffic Safety	Parks & Rec	Library				
Holliday	James	Library						
Hurst	Justin	Planning						
Jonnalagadda	Vijay	Library*	Parks & Rec	Utility				
Kaelin	Guido	Parks and Rec						
Kernen	Jeff	Parks & Rec						
Khan	Gul	Planning	Parks & Rec	Traffic Safety	Utility	Library		
Klovee	Mark	L&L*						
Kumar	Raja	Planning	Utility	Traffic Safety	Parks & Rec	Library	Arts & Culture	
Laney	Dianna	Planning	*Note: Laney directly appointed to Planning by Vice Mayor Raithel*					
Levin	Alexander	Planning						
Lin	Samantha	Traffic Safety	Library					
Lineback	Patty	Parks & Rec						
Mann	Edwin "Aaron"	Planning	Parks & Rec	Utility				
Markovich	Danilo	Library	Parks & Rec					
Markus	Christopher	Parks & Rec						
Mattocks	Benjamin	L&L*						
McBride	Amy	Utility	Parks & Rec	Planning	Traffic Safety	Library	Arts & Culture	
McFarland	Mary	Library						
Mcilreevy	John	Parks & Rec	Planning	Arts & Culture				
Menz	Mark	Utility*						
Micetic	Steven	Parks & Rec	Traffic Safety	Utility				
Milstrey	Robert	Parks & Rec	L&L					
Morales	Tanya	Planning						

Nagendra	Jag	Planning	Parks & Rec	Utility	Arts & Culture			
Nicolai	Anthony	Traffic Safety	Planning					
Norberg	Sarah	Planning	Library					
Ortega	James	Planning*	Traffic Safety	Parks & Rec	Library			
Osipov	Benjamin	Library	Parks & Rec					
Otis	Dan	Utility						
Pena	Ralph	Planning*	HDC*					
Richter	Sherrie	Parks & Rec						
Roberson	Debra	Library						
Sarafian	Julian	Planning	Arts & Culture	Utility	Parks & Rec			
Silva	Aaron	Parks & Rec	Utility*					
Soulsby	Patty	L&L*						
Stanfield	Joanna	L&L*						
Stephenson	Adam	Planning	Traffic Safety	Parks & Rec				
Sullivan	Meghan	Library	Arts & Culture					
Sumner	Robert	Parks & Rec	Arts & Culture	Library				
Szehner	Colin	Utility	Arts & Culture	Planning	Parks & Rec			
Wagner	Alayna	Parks & Rec*						
Williams	Rachel	Planning	Library					
Winward	Lucinda	Arts & Culture*						
Xu	Fang (Jessica)	Planning	Utility	Library*				
Zaplatin	Alexander	Utility	Traffic Safety					
*Incumbent								

Folsom City Council
Staff Report

MEETING DATE:	1/14/2025
AGENDA SECTION:	New Business
SUBJECT:	Consideration of Draft City Council Travel Policy and Direction to Staff
FROM:	City Clerk's Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends that the City Council review and consider the draft City Council Travel Policy.

Should the City Council have an interest in adopting a policy, staff further requests that the Council provide feedback and guidance on any proposed modifications. This input will allow staff to make any necessary adjustments and present the revised policy for formal adoption at a subsequent meeting.

BACKGROUND / ISSUE

Each year, the City Council approves an annual budget. During the FY 24/25 budget discussions, the City Council approved an allocation of $6,600 for each Councilmembers' travel purposes for the fiscal year.

Currently, the City Council does not have a policy governing travel undertaken by Councilmembers on official City business. Thus, travel and related expenditures are evaluated on a case-by-case basis without established guidelines that would otherwise ensure uniformity. Upon reflection, staff believes that a structured policy guiding the use of travel funds could be beneficial in creating consistent standards. Implementing such a policy would provide clarity, promote the responsible use of taxpayer funds, and ensure that travel activities support the best interests of the City of Folsom and its residents.

Travel undertaken by Councilmembers serves several important purposes, including education, staying informed about current trends, and fostering collaboration. Participation in conferences, workshops, and meetings with other public agencies provides learning opportunities that are essential for effective governance. Such travel can lead to the introduction of new ideas, best practices, and innovative solutions gleaned from the shared experiences of other elected officials. These experiences can result in benefits for the City of Folsom by helping to identify opportunities for cost savings, improved service delivery, and strategic growth.

POLICY / RULE

Folsom Municipal Code section 2.06.070(C) provides that the City Council may adopt rules governing its meetings, proceedings, and business.

ANALYSIS

The proposed City Council Travel Policy is designed to provide a framework that guides official travel undertaken by City Councilmembers. This policy aims to standardize the practices associated with council-related travel, establishing clear guidelines that align with the City's commitment to accountability and transparency. By formalizing these practices, the City of Folsom seeks to ensure that City Council travel funded by taxpayer dollars is conducted with the utmost fiscal responsibility and serves the City's interests effectively. This policy is essential for reinforcing public trust and demonstrating the City's dedication to ethical governance.

A core intent of the policy is the promotion of responsible stewardship of public resources. Travel expenditures, when managed properly, can yield significant benefits such as facilitating knowledge exchange, strengthening intergovernmental relationships, and fostering the professional development of councilmembers. These activities ultimately contribute to informed decision-making and strategic planning that benefit the residents of Folsom. By encouraging the prudent use of funds, the policy supports only those travel activities that deliver tangible value and align with the City's strategic goals.

The policy also underscores the importance of structure and continuity in the administration of public funds related to travel. Establishing uniform procedures helps prevent inconsistencies and reduces the risk of misunderstandings or misuse of resources. This structure provides councilmembers and staff with a clear understanding of what constitutes an acceptable use of public funds. By creating a transparent, well-defined process, the policy aligns with best practices in public administration and promotes fairness in the allocation of City resources.

Overall, the proposed policy is a step toward fortifying trust between the City and its residents by maintaining high standards of financial oversight. By prioritizing transparency, consistency, and accountability, the City Council Travel Policy will facilitate responsible governance and enhance the effectiveness of councilmembers in their official duties. The policy reflects a commitment to ensuring that public expenditures yield a positive return, ultimately reinforcing the City's mission to serve the community's best interests.

FINANCIAL IMPACT

The adoption of the proposed City Council Travel Policy is not anticipated to have an immediate or direct financial impact. However, the financial impacts associated with councilmember travel will be considered as part of the City's annual budget process. Each fiscal year's budget discussions will include a review and allocation of funds for travel, ensuring that expenditures align with available funding and the City's financial priorities. This approach allows for transparency and fiscal oversight, ensuring that travel costs are planned and aligned with the City's strategic objectives.

ATTACHMENT

1. Draft City Council Travel Policy

Submitted,

Christa Freemantle, CMC
City Clerk

ATTACHMENT 1

Draft City Council Travel Policy

Folsom City Council Travel Policy

Purpose:

The purpose of this policy is to establish guidelines for travel undertaken by Folsom City Councilmembers on official city business. The policy aims to ensure the responsible stewardship of taxpayer funds, promote transparency, and ensure that all travel expenditures result in benefits for the City of Folsom and its residents.

1. Annual Travel Budget

The annual travel budget for City Councilmembers shall be established each year as part of the city's budget process. This budget will provide the financial framework for all official travel undertaken by Councilmembers during the fiscal year.

2. Allocation of Travel Funds for Outgoing Councilmembers

Councilmembers whose terms are ending shall be allocated only half of the budgeted travel amount for that fiscal year. This limitation reflects the reduced time frame in which these members can effectively utilize travel funds in the city's best interest and ensures that newly elected Councilmembers (or re-elected Councilmembers) will receive their fair share and benefit of travel funds for the remainder of the fiscal year.

3. Restrictions on Travel for Outgoing Councilmembers

Councilmembers whose terms are ending are prohibited from traveling on city funds within the last two months of their term. This measure ensures that travel funds are utilized for ongoing or long-term city benefits and avoids expenditures that may not provide sufficient return on investment for the community.

4. Compliance with California's AB 1234

In accordance with AB 1234, Councilmembers must provide a report to the City Council after returning from any city-funded travel. The report shall include a summary of the activities undertaken, the relevance of the travel to the city's interests, and any tangible benefits or knowledge gained that can be applied to the City of Folsom. This report ensures compliance with State law as well as accountability and transparency in the use of public funds.

DRAFT

5. Stewardship of Taxpayer Funds

All travel by City Councilmembers must be conducted with the utmost care and consideration for the responsible use of taxpayer funds. Councilmembers are expected to seek cost-effective travel options and avoid unnecessary expenditures. The purpose of travel should align with the city's strategic goals, and any expenditure should be justifiable in terms of the direct or indirect benefits to the City of Folsom and its residents.

6. Demonstrable Benefits Requirement

All travel expenditures should have benefit to the City of Folsom. Whether through the acquisition of new knowledge, the establishment of valuable connections, or the advancement of city projects, every trip should have clear objectives that align with the city's priorities.

7. Conclusion

This travel policy reflects the City of Folsom's commitment to prudent financial management and transparency. By adhering to these guidelines, City Councilmembers can ensure that their travel is conducted in the city's best interests and that taxpayer funds are used effectively to promote the well-being of the community.

This policy shall be reviewed and updated as necessary to reflect changes in state law, city priorities, or budgetary considerations.

###

DRAFT

Folsom City Council
Staff Report

MEETING DATE:	1/14/2025
AGENDA SECTION:	New Business
SUBJECT:	Appointment of City Council Representatives to Regional Boards/Commissions
FROM:	City Clerk's Department

RECOMMENDATION

Staff requests that the City Council appoint City Council Representatives to Regional Boards/Commissions.

BACKGROUND / ISSUE

In addition to their responsibilities on the City Council, the Mayor and Councilmembers also represent the City of Folsom on a variety of regional commissions, ensuring that Folsom's interests are effectively advocated at the regional level. These various commissions address important issues of regional interest, including transportation, housing, economic development, and environmental sustainability, among others. By participating in these commissions, the Folsom City Council plays an important role in shaping policies and decisions that impact not only the city but also the broader region.

Assignments to these regional bodies have been proposed based on areas of interest and/or expertise of individual Councilmembers, enabling them to bring their perspectives and particular insights to their respective roles. Additionally, the distribution of assignments seeks to equitably allocate responsibilities, including those assignments that include stipend pay, to ensure fairness and balance among Councilmembers. This approach not only promotes effective representation but also leverages the strengths of each Councilmember, further enhancing Folsom's voice in regional matters and reinforcing its commitment to equitable and impactful governance.

POLICY/RULE

California's Political Reform Act requires the disclosure of stipends received by Councilmembers for their service on additional boards, commissions, and agencies beyond their City Council duties. These stipends, which compensate Councilmembers for their time and participation, must be reported to ensure transparency and compliance with state law. The City of Folsom is committed to adhering to these requirements, which serve to promote public accountability and foster trust in local government.

FPPC Form 806 is used to report additional compensation that officials receive when appointing themselves to positions on committees, boards, or commissions of another public agency. This form has been posted online in advance of the January 14, 2025 Council meeting as required by law, and will be posted again following approval by the City Council.

ATTACHMENTS:

1. Proposed City Council Regional Representation Assignments
2. FPPC Form 806 – Public Official Appointments (01/14/2025)

Respectfully submitted,

Christa Freemantle, CMC
City Clerk

ATTACHMENT 1

Proposed City Council Regional Representation Assignments

Attachment 1

City Council Regional Assignments - Proposed for Approval January 14, 2025

Regional Agency	Meeting Schedule	Meeting Stipend	Form 700 Required	Sarah Aquino	Mike Kozlowski	Barbara Leary	Justin Raithel	Anna Rohrbough
2x2 with FCUSD	As needed						Primary	Primary
Capital Southeast Connector JPA	4th Friday of each month at 8:30am		Yes	Alternate	Primary			
Folsom TEDCorp	2nd Wednesday in March, June, Sept, Dec at 7:30am				Alternate			Primary
Greater Sacramento Economic Council (GSEC)	Quarterly	Mayor is Primary, Vice Mayor is Alternate						
Local Agency Cormation Commission (LAFCo)	Folsom's next rotation is 2031 & 2032							
Regional Transit	2nd and 4th Monday of each month at 5:30pm	$100	Yes			Alternate		Primary
Regional Water Authority	2nd Thursday every other month @ 8:30am**		Yes			Primary*		
Retirement Board of Authority for City of Folsom	Biannual at 4pm before a council meeting	Mayor and Vice Mayor						
Sacramento Area Council of Governments (SACOG)	3rd Thursday of each month @ 9:30am	$100	Yes		Primary		Alternate	
Sacramento Central Groundwater Authority	2nd Wednesday of each month		Yes			Alternate*		
Sacramento Groundwater Authority	2nd Thursday of each month at 9:00am		Yes			Alternate*		
Sacramento Homeless Policy Council	Quarterly						Primary	Alternate
Sacramento Metro. Air Quality Management District	4th Thursday of each month at 9:00am	$100	Yes	Primary				Alternate
Sacramento Metro Cable Commission	Quarterly, 1st Thursday of the month at 2:30pm	$120	Yes		Alternate	Primary		
Sacramento-Placerville Transportation Corridor JPA	Quarterly, 1st Monday of the month at 9:30am		Yes	Primary				Alternate
Sacramento Sewer District	2nd and 4th Wednesday of each month at 9:30am	$100	Yes	Alternate			Primary	
Sacramento Transportation Authority (STA)	2nd Thursday of the month at 1:30pm		Yes	Primary			Alternate	

* EWR staff is primary or alternate

** Executive committee meets the 4th Wednesday of each month

ATTACHMENT 2

FPPC Form 806 – Public Official Appointments (01/14/2025)

Attachment 2

Agency Report of: Public Official Appointments

A Public Document

1. Agency Name

City of Folsom

Division, Department, or Region *(If Applicable)*

n/a

Designated Agency Contact *(Name, Title)*

Christa Freemantle, City Clerk

Area Code/Phone Number	E-mail
916-461-6035	CityClerkDept@folsom.ca.us

California Form **806**

For Official Use Only

Page 1 of 2

Date Posted: 1/10/25 *(Month, Day, Year)*

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Regional Transit	Name: Anna Rohrbough *(Last, First)* Alternate, if any: Barbara Leary *(Last, First)*	1/14/2025 *Appt Date* 4 years *Length of Term*	Per Meeting: $ 100 Estimated Annual: ☐ $0-$1,000 ☒ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
Sacramento Area Council of Governments (SACOG)	Name: Michael Kozlowski *(Last, First)* Alternate, if any: Justin Raithel *(Last, First)*	1/14/2025 *Appt Date* Indefinite *Length of Term*	Per Meeting: $ 100 Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ☒ $1,001-$2,000 ☐ Other
Sacramento Metropolitan Air Quality Management District	Name: Sarah Aquino *(Last, First)* Alternate, if any: Anna Rohrbough *(Last, First)*	1/14/2025 *Appt Date* Indefinite *Length of Term*	Per Meeting: $ 100 Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ☒ $1,001-$2,000 ☐ Other
Sacramento Metropolitan Cable Commission	Name: Barbara Leary *(Last, First)* Alternate, if any: Michael Kozlowski *(Last, First)*	1/14/2025 *Appt Date* Indefinite *Length of Term*	Per Meeting: $ 120 Estimated Annual: ☒ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other

3. Verification

I have read and understand FPPC Regulation 18702.5. I have verified that the appointment and information identified above is true to the best of my information and belief.

Signature of Agency Head or Designee	Print Name	Title	(Month, Day, Year)
C. Freemantle	Christa Freemantle	City Clerk	1/10/25

Comment: Appointments scheduled for pproval by the City Council on 01/14/2025

Print Cle

FPPC Form 806 (1/18)

FPPC Toll-Free Helpline: 866/ASK-FPPC (866/275-3772)

Agency Report of:
Public Official Appointments
Continuation Sheet

California Form **806**
A Public Document

1. Agency Name
City of Folsom

Date Posted: 1/10/25 *(Month, Day, Year)*

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Sacramento Sewer District	Name: Justin Raithel *(Last, First)* Alternate, if any: Sarah Aquino *(Last, First)*	Appt Date: 1/14/2025 Length of Term: Indefinite	Per Meeting: $ 100 Estimated Annual: ☐ $0-$1,000 ■ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
	Name: *(Last, First)* Alternate, if any: *(Last, First)*	Appt Date: Length of Term:	Per Meeting: $ Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
	Name: *(Last, First)* Alternate, if any: *(Last, First)*	Appt Date: Length of Term:	Per Meeting: $ Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
	Name: *(Last, First)* Alternate, if any: *(Last, First)*	Appt Date: Length of Term:	Per Meeting: $ Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
	Name: *(Last, First)* Alternate, if any: *(Last, First)*	Appt Date: Length of Term:	Per Meeting: $ Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
	Name: *(Last, First)* Alternate, if any: *(Last, First)*	Appt Date: Length of Term:	Per Meeting: $ Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other

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CITY OF
FOLSOM
DISTINCTIVE BY NATURE